

Solicitors' Journal.

LONDON, NOVEMBER, 29, 1879.

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CURRENT TOPICS.

THE NUMBER OF PERSONS who, since the Judicature Acts came into operation, are summoned as witnesses before the courts of the Chancery Division is large, yet there has not yet been provided any witnesses' waiting-room, nor is there any place available for that purpose. When, therefore (as is often the case), witnesses are required to leave the court, they are unable to find any place of shelter within call. Last week a large body of witnesses, including several females, had to wait outside the court of Mr. Justice Fry, and to remain within call during a snow storm and in the teeth of a piercing wind. The penalties attaching to the position of witness are quite serious enough without having superadded to them the probability of illness from exposure to the weather.

A LEARNED CORRESPONDENT opportunely writes to suggest that the members of the profession who are concerned in the management of house property held by underleases should come to some understanding as to the best means of providing against the results of the recent decisions in *Stocker v. The Planet Building Society* (27 W. R. 793, 877). We drew the attention of our readers to the judgment of the Court of Appeal in that case a few days after it was given. It will be remembered that the effect of the decision is that a lessee liable to forfeiture

for non-repair, who has underleased, cannot enter on the demised premises for the purpose of repairing, even to avoid a threatened forfeiture, unless express power to enter for that purpose has been reserved in the underlease. It is obvious that in future no professional adviser should allow his client to grant an underlease without making provision for this contingency, and the question arises how this provision should be framed so as, while securing the underlessor, to avoid annoyance to the underlessee. There are few persons better fitted than our correspondent to solve this question, but, unlike the ancient saint, his learning doth never outrun his prudence, and for the present he prefers to hear, rather than to make, suggestions.

THE FREQUENT FALLS OF SNOW with which we are now afflicted have caused the Marylebone Vestry to give public notice to the inhabitants of that parish that "a summons will be issued for the recovery of the penalty in every case of neglect" to comply with the provisions of 35 Geo. c. 73, s. 99, and 57 Geo. 3, c. xxix, s. 63, whereby occupiers are required once every day to cleanse the footways in front of their houses, the penalty being five shillings in ordinary cases, and ten shillings "during the continuance of frost, or after or during the fall of snow." The Legislature has indeed shown much care in this matter. As to the metropolis, the 117th section of the Metropolitan Management Act, 1855, provides that "every vestry shall cause any footway within their parish or district to be scraped, swept, or cleansed in such manner and at such times as they think fit." "But this enactment," it is added, "shall not relieve any occupier from any liabilities to scrape," &c. The reference, we presume, is to the Marylebone Act above cited, and to the general 60th section of the Metropolitan Police Act, 1839, by which "every occupier of a house" in the Metropolitan Police District who shall not keep sufficiently swept and cleansed all footways adjoining to the premises occupied by him "is liable to a penalty of forty shillings. In country districts the Highway Act, 1835 (5 & 6 Will. 4, c. 50), s. 26, enacts that, "if any impediment or obstruction shall arise in any highways from accumulation of snow," the surveyor shall, from time to time, and within twenty-four hours after notice thereof from any justice of the peace of the county in which the parish may be situate, cause the same to be removed.

THE CASE OF *Wilson v. Richardson*, recently decided by the First Division of the Court of Session in Scotland, which has attracted a good deal of adverse criticism in that country, serves to illustrate an important principle with regard to the publication of legal proceedings. It was an action for libel brought against the publisher of an Edinburgh newspaper, who had inserted the substance of a claim (*Scottish*, summons and condensation) in an action, which reflected upon the character of the plaintiff, who was no party to that action. At the date of publication, that action had just been "called into court"—i.e., it was in a stage corresponding to our delivery of statement of claim, with this difference, that the "summons" is then delivered into the hands of the "clerk of process," and thus becomes in some sense a judicial proceeding. The time for delivering a defence had not yet arrived. As a matter of fact, it is the common practice of Scotch newspapers to publish pleadings at this stage; and the particular paragraph in question had been reprinted from another newspaper. The present action for libel came on for hearing on the ground of "relevancy," which broadly corresponds to our own demurrer. The Lord Ordinary (Oranhill), decided that the action was relevant, and that the plaintiff was entitled to an issue—i.e., to a trial and assessment of damages by a jury. His decision has now been upheld on appeal by an unanimous judgment of a court

consisting of Lord President Inglis, and Lords Deas, Mure, and Shand. Some English cases on the law of libel were quoted in argument, but the court based its judgment upon the special character of its own proceedings. Indeed, it might have been better if no reference had been made to English law, for Lord Deas is reported in the *Scotsman* as curiously misrepresenting our proceedings in a case of libel. The principle of the Scotch decision, so far as we are competent to disentangle it, is to the following effect. The right of publishing legal proceedings is merely a recognition of the fact that courts of justice are open to the public. Whatever reporters hear in open court, that they may publish, subject, of course, to certain admitted exceptions; and their reports will be protected by the plea of privilege. But newspapers have no such right to publish *ex parte* proceedings in an action, before they have been made public in open court, and at a stage when the other side has no opportunity of being heard in reply or explanation. So stated, the decision appears to be, not only good sense, but also in harmony with the practice of English law. It is difficult to imagine how circumstances identical in every respect could arise in this country. But if any one, whether newspaper proprietor or party to an action, were to venture to publish a statement of claim containing matter *prima facie* libellous, he would gain little by pleading privilege. There is, indeed, a class of English cases strongly corroborative of this opinion, which do not appear to have been cited before the Scotch court. These all have to do with the doctrine of contempt of court, and are confined to the chancery reports. So far back as *Roach v. Garvan* (2 Dick. 794) it was held a contempt for a party to publish his brief before the suit came on. In *Vernon v. Vernon* (19 W. R. 404) the plaintiff, having himself supplied a statement of his case to a local newspaper, moved that the newspaper proprietor should be committed for publishing adverse comments. Bacon, V.C., refused to make any order in the matter. But the nearest case is that of *Cheltenham v. Swansea Wagon Company* (17 W. R. 463, L. R. 8 Eq. 580), in which Malins, V.C., held it to be contempt of court for a newspaper to publish, before it was heard, a petition for the winding up of a company, which contained grave charges against the directors.

AN INTERESTING POINT on the law of horses, not yet, so far as we know, decided by any reported English case, has recently been adjudicated upon by the Supreme Court of Maine. Who is responsible for the cost of medicine and veterinary surgeon's attendance on a horse which has been hired and falls sick during the hiring? According to Pothier (*Louage*, § 129) if a horse which is lent for a journey falls sick, the expenses of the treatment must be paid by the lender. So the American Court held, and Barrows, J., in delivering judgment, is reported to have explained the reasons for his decision as follows [We are not responsible for the judge's English]:—"Upon whom, then, as between the hirer and the owner, should the expense of keeping and caring for the defendant's horse which 'became diseased and sick while in the hirer's hands' fall? Up to the time when he fell sick it was the hirer's business to furnish him at his own proper expense with meat for his work. But how was it when he could no longer lawfully use him under his contract? Unless the horse was disabled through some fault or neglect of the hirer, the owner is the one who bears the burdens occasioned by his failure to perform the work for which he was hired, and among them would be the expense of the care and cure of the animal—an expense which ensures directly to his benefit. There would be good reason for holding that in such a case the hirer is the agent of the owner to procure such reasonable and necessary sustenance and farrier's attendance as might be required until the animal could be got home."

THE LUNACY LAWS.

THE recent case of *Nowell v. Williams* has recalled attention to the subject of the Lunacy Laws so far as these authorize the forcible detention, without public inquiry, of persons alleged to be lunatics. It is not, we think, too much to say that, if the law had been contrived for the express purpose of facilitating the wrongful imprisonment of sane persons who, from whatever cause, had become obnoxious to their own relatives, it could hardly have been more accurately adapted to that end. It is not a very unusual phenomenon to find an heir who considers that his ancestor is keeping him too long out of his inheritance, and who would not be sorry to find some means of at least securing that it shall not be permanently diverted from him by the marriage, testacy, or conveyance of the present owner. If the latter should be, as is not unfrequently the case, a somewhat testy old gentleman, the thing is done. Or, again, the memory of a good many of our readers will carry them back to the case of a young man, of considerable property and very extravagant habits, who was incarcerated on a charge of lunacy, which, when it came to be investigated before a jury, proved to be the most baseless of inventions. True, in this case the alleged lunatic was in a position to require the solution of the question of his sanity or insanity by verdict, because it was necessary, for the purposes of the incarceration, to have him found lunatic by inquisition, and he was fortunate enough to be in communication with a legal adviser possessed of sufficient determination and energy to insist upon his rights. But it would be as absurd to defend the present state of the law, on the ground that it failed in this case to do a permanent injustice, as to adduce the fact that other persons have managed to escape from the asylums to which they have been consigned as a defence for their original incarceration. It is only too well known to those who have made it their business to look into this question that persons under detention, rightly or wrongly, as lunatics, in so-called private asylums, are not in general informed of their rights, and that should the keeper of the asylum and the person at whose instance the alleged lunatic is detained—that is to say, the two persons most interested in prolonging the detention—desire to keep him in ignorance of the safe guards which the law has thrown round his liberty, such as they are, no efficient means for preventing them from doing so are provided by the law as it now stands. Once let the alleged lunatic find his way into the private asylum, and his chance of communication of any sort with the world without depends—in the absence of such a combination of fortuitous circumstances as is seldom seen and can never be relied on—entirely upon the good-will of the very people who, if he be really sane, or even of doubtful sanity, are vitally interested in preventing any such communication.

But, it may be said, the law so carefully guards the liberty of the individual in the first instance that it may fairly be presumed that no one is detained as a lunatic whose conduct has not, at any rate, afforded strong grounds for the belief that he is of unsound mind. Let us see what is the protection afforded in this respect. Two medical men, neither of whom need have, or ordinarily in fact have, any special acquaintance with the subject, call upon the patient, with whom they need not have, and frequently have not, any previous acquaintance whatever, not at his own instance, but at that of some third person who may have, and not seldom has, very strong grounds for desiring the lunacy of his relative; they may be, and generally are, carefully primed by their client with the questions likely to bring out the "delusions"—in other words, to excite the irritability—of the victim, who may be, and almost invariably is, utterly ignorant of the object of

their visits, and thus taken completely off his guard; if, as the result of a single interview so conducted, the patient is provoked to a hasty expression, or a movement of irritation, or if, from whatever motive, he expresses what can be tortured into an assent to any of the alleged delusions (which may be, for all the doctor knows, perfectly true, and not "delusions" at all), the successful operator retires, with an easy conscience, to put his signature to a document, on the faith of which, without any opportunity of meeting it, without even any communication to him of its existence, the person therein certified to be of unsound mind may be summarily arrested and imprisoned for the term of his natural life! We are aware that a select committee of the House of Commons some years ago reported that they had not been able to discover any cases of injustice under the operation of these laws; but that very fact goes far to prove the inefficiency of the means provided for the investigation of the question. If a case like that of Dr. Nowell could be brought to light, as this has been, as it were by accident, it requires a wonderful amount of faith to believe that it really is an isolated instance and not a type of a very much larger class which, for the most part, remain undiscovered and unremedied.

The jury in Dr. Nowell's case appended to their verdict an expression of opinion that the existing law as to the necessary medical certificates was insufficient, and they made the absurdly futile recommendation that the medical witnesses should in future, like the witnesses to a will, sign in one another's presence. How that proposed alteration *could*, under any circumstances, affect the question beneficially to the alleged lunatic it is not easy to see; we think it will not be difficult to show that its effect, so far as appreciable at all, would be in the opposite direction. But this opens up a question too long to be dealt with within the limits of a single article. We have endeavoured, as briefly as we could, to point out the evil; we hope at an early opportunity to suggest the appropriate remedy.

FARM LEASES.

III.

An indignant agriculturalist of the last generation concluded a tirade against the lawyers who prepared farm leases with the remark that they were "just as ignorant of the practice of agriculture as a Hottentot or a Patagonian." The observation would have been more just if it had been confined to the early part of the present century, when farm leases were comparatively infrequent, when few landowners had their common forms of farm agreement, and when agricultural leases for large estates were often prepared in London offices. When Kennedy and Grainger wrote, in 1828, they referred to the drawing up of farm leases by professional men in London, and ascribed to it an important change which had then recently occurred in the form of cultivation covenants. Agricultural customs having, as we saw last week, rapidly sprung up, it became natural that landlords should desire expressly to adopt in their formal leases the provisions by which, in the absence of stipulation, their tenants would be impliedly bound. But instead of setting out in the lease, in plain and unambiguous terms, the provisions of the custom, it became a common practice to stipulate that the land should be farmed according to the custom of the country, or, what is the same thing, according to the most approved practice of husbandry in the district. This was, of course, *inane*; if no provision at all had been made the result would have been the same. The practice may, to some extent, have had its origin in the cause to which it was ascribed; but a more likely reason was the indefiniteness of the customs. It would be difficult, before Kennedy and Grainger's book was published, for any landlord to ascertain the precise nature of the custom

of his district. Whatever may have been its origin, however, the covenant to which we refer held its ground for some time, and it is still to be found (in a slightly modified shape) in a form of agricultural lease given in the last edition of a standard modern collection of precedents.

The advantages of defining in the lease the obligations of the tenant as to cultivation and his rights on quitting are obvious, and it is probable that before the middle of the present century this course was frequently adopted. In the precedent of a lease of a farm in Norfolk, given in the appendix to Platt on Leases, published in 1847, (apparently a form adopted on a large estate), the covenant as to cultivation binds the lessee to cultivate "according to the four-course system of husbandry practised in Norfolk, as nearly as the size of the several closes of land will admit (that is to say), shall yearly cause one of the said shifts to be properly summer tilled and sown with turnips, to be twice well hoed and preserved for a crop," and so on as to all the shifts. Provision is also made that the grass seeds to be sown on one division in the last year of the lease may be sown by the lessor; that the last year's dung, hay, and straw shall be left, and that the lessor shall pay for the threshing and cleaning of the last year's crop, also for the turnips and hay grown in the last year. In Mr. Cooke's book on Agricultural Tenancies, published in 1850, there are given numerous forms of agreement for yearly tenancies in use, previously to that date, by owners of large estates who were also eminent agriculturalists. In nearly all of these the allowances to be made to the tenant on quitting are carefully specified, and in several the course of cultivation during the tenancy is provided for with more or less minuteness. And in the so-called "landlord's lease" for a term of years, given in this work—i.e., a form of lease with "covenants expressly adapted to the security of the landlord"—elaborate provision is made for the adoption of the four or five-course system of cultivation; for the duties of the off-going tenant and for the allowances to be made to him on quitting; and it is also provided "that no local usage or custom of the country shall have any effect upon the tenancy created under this lease, but the rights and obligations of the parties hereto shall depend only upon the terms of this indenture and upon the general law." And another form, which is described by this author as "a very good specimen of the ordinary agricultural lease," prescribes the four-course system, and provides that the landlord shall pay at a reasonable fodder price for the hay, straw, and chaff left by the out-going tenant, also for seeds sown in the last spring of the term, and for folding sheep on the clover lays in the last year for the benefit of the incoming tenant. We may take it, therefore, that the ordinary covenants as to cultivation, which a quarter of a century before not unfrequently simply expressly prescribed as the guide the custom of the country without defining it, had, before 1850, grown into provisions complete in themselves, and excluding the custom. And as to allowances on quitting it is to be observed that not only were the ordinary payments for hay, &c., and for the seeds sown in the last spring, expressly provided for, but there now appear, for the first time so far as we have observed, in a few of the agreements for yearly tenancies before referred to (notably in Lord De Grey's and Mr. Tollemache's forms), provisions for compensation for draining, claying, and other unexhausted improvements.

In order to trace the direction and extent of the changes which have occurred during the last quarter of a century in the provisions of farm leases, so as to complete our sketch of the history of the subject, probably the best course will be to compare the form of farm agreement employed thirty years or so ago on the estates in Derbyshire of a nobleman, with the form in use with reference to the same estates at a recent date. We select this case as a fair illustration, because the common forms used on the estates of great noblemen are not

altered without much consideration and wide inquiry, and are seldom in advance of the times. In the form of agreement in use thirty years ago, the tenant was made to agree, with regard to cultivation of the farm, that he would not break up any meadow or old pasture-land; that he would return to the land two tons of purchased manure for every ton of hay sold which had grown thereon; and would spread on the land all manure, &c., made on the premises; and that he would not "do any injury to any part of the said land by excessive or irregular ploughing, cropping, or mowing, or in any other manner" [as to this last matter the agreement was clearly behind the age]. As to allowances on quitting, the agreement provides that the outgoing tenant shall be paid for growing crops of wheat sown on a summer fallow; for the unconsumed hay, straw, and fodder of the growth of the preceding season, and for the unexpended manure and compost, "this payment to be in lieu of all other payments and compensations, notwithstanding any law, custom, or usage to the contrary."

Turning now to the more recent agreement, we find, in addition to provisions restrictive of the ploughing up of old grass land, an absolute prohibition of the sale of any "produce" without the agent's written permission, and a provision that the tenant shall have at least one-fifth of the arable land in clover, summer or turnip fallow in every year; that he shall, with the first crop of corn after such fallow, sow good clover or other seed, and that he shall not take more than two white crops without a summer or turnip fallow intervening. But it is in respect of the compensation for the outgoing tenant that the most remarkable change occurs. The simple provision of the old agreement has swollen to a series of elaborate clauses, occupying nearly as much space as the rest of the agreement, and arranging under thirteen heads the various subjects in respect of which compensation may be claimed by the outgoing tenant.

The standard precedents of leases in use in our day show a like advance in the direction of definite provision and restriction. Thus in the volume of Davidson's Precedents relating to leases, it will be found that in every form of purely agricultural lease the system of cultivation to be adopted is specified in more or less detail, and the tenant is bound to consume all hay, straw, and root crops on the premises. The result to the tenant of the change from the comparative freedom and indefiniteness of the custom (first impliedly incorporated in his lease and then incorporated by express general reference) to the definite, inflexible and detailed provisions of the modern cultivation covenant, has not, so far as we know, been much observed, but it appears to be little short of a revolution.

Mr. Justice Bowen has accepted an invitation from the Western Circuit to dine with the members of the bar mess at the Albion tavern, Aldersgate-street, on this day, Saturday, November 29.

The conviction of Fallagar for appropriating to his own use property intrusted to him for safe custody has been affirmed by the Court for the Consideration of Crown Cases Reserved.

Sir Henry J. S. Maine, K.C.S.I., was entertained at dinner at Oxford on Saturday last, on the occasion of his resigning the chair of jurisprudence and in recognition of the great services rendered by him to legal study. The dinner, which took place in the hall of All Soul's College, was given by the professors and lecturers in law, and others, resident and non-resident, connected with the teaching of law at Oxford. The Regius Professor of Civil Law (Mr. Bryce) presided, and there were also present Lord Selborne, the Right Hon. Mountague Bernard; Dr. Clark, Regius Professor of Civil Law at Cambridge; Dr. Stubbs, Regius Professor of Modern History; Sir Travers Twiss, Q.C., Mr. Horace Davey, Q.C. (counsel to the University), Sir Matthew Ridley, Dr. Tristram, and others.

Reviews.

LEGAL DIARIES.

LEGAL DIARY AND ALMANACK FOR 1880, &c. Edited by H. ALAN SCOTT, Esq., Barrister-at-Law. Waterlow Brothers & Layton.

This strikes us as a very well arranged and complete legal diary. The size is convenient and the paper of good quality. Lists are given of counsel practising in London and of London and country solicitors, and, in addition to the other information common to these publications, we observe a list of stamp duties on instruments from 1804 to the present time, and an index to the important statutes from an early period. The digest of statutes of last session we suppose has become a recognized part of all these diaries, but the room it occupies might be better employed.

THE LAWYER'S COMPANION AND DIARY FOR 1880. Edited by JOHN THOMPSON, Esq., Barrister-at-Law. Stevens & Son; Shaw & Sons.

We have so often noticed the successive issues of this work that little remains to be said beyond the remark that the present issue will sustain the reputation of the book.

General Correspondence.

TO CORRESPONDENTS.—All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer. The Editor cannot undertake to return MSS. forwarded to him.

UNDERLEASES.

[To the Editor of the Solicitors' Journal.]

Sir,—The recent case of *Stock v. The Planet Building Society* (27 W. R. 793, 877), decided by the Master of the Rolls, and affirmed on appeal, appears to be one of very great importance to the owners of leasehold property. Shortly stated, the point decided is that a lessee who has underlet has no power to enter on the demised premises for the purpose of fulfilling the lessee's covenants as to repairing, &c., contained in the original lease, even with a view to avoid a threatened forfeiture by the superior landlord under his proviso for re-entry, unless an express authority to enter and do such repairs has been reserved by the underlease.

It has not, I believe, hitherto been usual to reserve any such power or authority in underleases, it being supposed, no doubt, either that the underlessee might be trusted to do the repairs, or that the superior landlord would not interfere as long as his rent was paid. But, after the above-mentioned decision, it is clear that any professional man will incur a very serious responsibility if he allows his client to grant an underlease which does not reserve to the underlessor power to enter and fulfil the repairing and painting covenants contained in the original lease, and to charge the underlessee with the expense.

At the same time, it is obvious that such a power might become a source of very serious annoyance to the underlessee if the underlessor or his agent were disagreeable; it would be no joke for a man on returning to town after his holiday to find that his house had been repainted at his expense in his absence, under the direction of his landlord's agent, who might be a "decorator."

The amount of house property held by underlease in London and its neighbourhood is so vast that it would be very desirable if those members of the profession who are concerned in its management could come to some understanding as to the best means of providing for the point above referred to. And I venture to trouble you with these lines in the hope that they may draw attention to the subject.

CONVEYANCER.

La

A list
examined
Alcock,
Alderman
Allison,
Applin,
Asleton,
Aspinall,
Atkinson,
Ayers, E.
Bailey, J.
Barret,
Beaumont,
Benson,
Biddler,
Biggs, S.
Bird, W.
Blight,
Boardman,
Bowling,
Bradfield,
Brankston,
Bromley,
Bryden,
Budd, A.
Bunn, A.
Calder,
Carter, I.
Chapman,
Charles,
Chilcott,
Child, W.
Cholmel,
Collins,
Corrie, A.
Craigher,
Crook, J.
Cross, W.
Cullen, T.
Dadley,
Davies, J.
Davis, J.
Dickinson,
Dickinson,
Duke, A.
Dunn, J.
Edgelow,
Edmond,
England,
English,
Everatt,
Forder,
Fowler,
Freeman,
Gawith,
Gilberts,
Gough,
Graham,
Greather,
Green, A.
Greenwood,
Grenside,
Griffiths,
Grilla,
Haynes,
Heaviside,
Honley,
Hickmo,
Hillman,
Hines, J.
Holmes,

Law Student's Journal.

INCORPORATED LAW SOCIETY.

FINAL EXAMINATION.

A list of those gentlemen who passed their final examination in November last.

Alcock, E., B.A.	Holmes, R., jun.
Alderman, E. H.	Horne, F. W.
Allison, W., jun.	Horsfield, A. R.
Applin, V. A.	Huelin, E., B.A.
Astleton, W. B.	Hussey, W.
Aspinall, A. H.	Hyde, R.
Atkinson, G. E.	Jenkyn, H. O.
Ayers, E. T.	Jennings, F. J.
Bailey, N. C.	Jennings, J. T.
Barret, M.	Jonas, A. S.
Beaumont, Jas.	Jones, J.
Benson, R. de G.	Keighley, H. G.
Bidder, C. F.	Kerby, A. W.
Biggs, S. T.	Lacey, W. E. F.
Bird, W. B. M.	Lake, W. M.
Blight, J. P.	Lawrence, T. R.
Boardman, J. H.	Leaver, T. D.
Bowling, J.	Lee, W.
Bradfield, A. W.	Leeman, F., B.A.
Brankston, R.	Lesley, H. W.
Bromley, F. W.	Lewis, B.
Bryden, J.	Lilley, C. E.
Budd, A., B.A.	Lilley, H. L.
Bunn, A. E.	Lloyd, R. E.
Calder, C. M.	Loring, N.
Carter, R.	Lowndes, F. A.
Chapman, T. T.	Lumb, G. D.
Charles, P. J.	McMillin, J. J.
Chilcott, R. N., B.A.	Mallam, T. W.
Child, W. C.	Marshall, H.
Cholmeley, L. C., B.A.	Mellersh, T. B.
Collins, T.	Miller, J. D.
Corrie, A. W.	Morris, S. M.
Craighead, R. W.	Morrison, W. T.
Crook, J.	Murray, J. P., B.A.
Cross, W. C. H.	Naden, J.
Cullen, Thos.	Neale, T. B.
Dadley, Wm.	New, G.
Davies, T. L., B.A.	Nicholson, E. F.
Davis, J.	Ollard, A. R.
Dickinson, F. D.	Oram, A.
Dickinson, W. O. C.	Oswell, F. St. J.
Duke, A. O.	Page, L. B., B.A.
Dunn, J. H.	Parker, R. J. N.
Edgelow, O.	Parry, W. R.
Edmonds, E.	Paterson, R. J.
England, G. T.	Phelps, T. J.
English, W. J.	Phillips, J. E.
Everatt, W.	Pocock, P. W.
Forder, F. W.	Power, H. J. M.
Fowler, G. J.	Pratt, W. J.
Freeman, W.	Rainer, F.
Gawith, W. H.	Ransom, E. E.
Gilbertson, H. J.	Raw, H. T.
Gough, A.	Randall, E., B.A.
Graham, W. J.	Rice, C. C.
Greathhead, F. J.	Richards, F. J.
Green, A. V.	Rivington, A. W., B.A.
Greenwood, F.	Robinson, H. F.
Greenside, W. O.	Ryan, E. F. M.
Griffiths, C. W.	Salomonson, C. M.
Grylls, H., jun.	Sandeman, G. P.
Haynes, H. J.	Scale, R.
Heaviside, M.	Shaw, J. J.
Henley, E.	Shield, J.
Hickmott, H. H.	Simpson, H. J. G.
Hillman, G. E.	Smith, F. S. W.
Hines, W. H.	Smith, J. J.
Holmes, J. R.	Somerville, S. E.

Southall, S.	Walter, C. B.
Soutter, H. W.	Ward, F. C.
Spicer, S. T. W.	Ward, R. H.
Spofforth, F.	Webb, W. W.
Stewart, M., B.A.	Whitmore, W. W., B.A.
Stott, C. H.	Whitworth, J.
Strachan, W.	Wild, T.
Stuart, R. E.	Wilkinson, W. C.
Suter, J. E.	Wilkinson, W. H.
Sweet, J. L.	Williams, F. D.
Todd, W. H.	Williams, T. E.
Topham, G. C.	Wilson, E. H.
Turner, F. W. T.	Wilson, E. T.
Vakeel, H. N.	Woodhouse, J.
Wallis, R. B.	Yeoman, W. J.

COUNCIL OF LEGAL EDUCATION.

MICHAELMAS EDUCATIONAL TERM, 1879.

Regulations for the Examination of Students on the Subjects of the Professors' Lectures.

In December next there will be four examinations, one in the subject of the lectures given by each professor, open (subject, as hereinafter mentioned), to all students who have during the year attended the lectures of any of the professors, but no student will be admitted to the examination in the subjects of the lectures of any professor unless he shall have attended at least two-thirds of the lectures given during the year by such professor. No student will be admitted to more than two examinations; and no student who shall have obtained a studentship will be admitted to any such examination.

After the examinations the following prizes will, on the recommendation of the committee, be given (that is to say):—

To the students who shall have passed the best examination in the subjects of the lectures of each professor:— First prize, £50; second prize, £25; third prize, £15; fourth prize, £10. And a first and second prize of £70 and £30 respectively, to the students who obtain the greatest aggregate number of marks in the examination in the subjects of the lectures given by any two of the professors.

No student will be entitled to more than one prize, but a student will receive the prize of the highest value to which he shall appear to be entitled.

The committee will not be obliged to recommend any of the above prizes to be awarded if the result of the examination be such as, in their opinion, will not justify such recommendation.

The examinations will take place at Lincoln's-inn Hall, and will commence on Thursday, the 18th of December, 1879.

Students who propose offering themselves for examination must enter their names personally on or before Wednesday, the 10th of December, at the office of the Council of Legal Education, Lincoln's-inn Hall.

The examinations will be partly oral and partly in writing, by means of printed papers and questions.

The following days and hours have been appointed for the examinations:—

Thursday morning, December 18, 10 to 1, on Roman law, jurisprudence, and private international law. Thursday afternoon, December 18, 2 to 5, on equity. Friday morning, December 19, 10 to 1, on common law. Friday afternoon, December 19, 2 to 5, on the law of real and personal property.

By order of the Council,

(Signed) S. H. WALPOLE, Chairman.

Council Chamber, Lincoln's-inn Hall, Nov. 22.

SUBJECTS FOR DISCUSSION BY LAW STUDENTS' SOCIETIES.

Mr. A. M. Ellis, a member of the committee of the Law Students' Debating Society, writes to us as follows on our recent remarks on this subject:—

"In your issue of the 8th inst. there appear some remarks upon subjects for discussion by law students' societies, in which notice is taken of two questions not long ago

discussed by the Law Students' Debating Society. These questions were, "Is the tendency of modern times towards the obliteration of national distinctions in Europe?" and "Is honesty the best policy?"

"The author of the remarks appears to object to the first of these questions as being so wide that it could not by possibility have been thoroughly discussed. If the society had sat continuously for a few weeks, perhaps some answers worth having might have been obtained; but the notion of answering such a question in an hour or two, is somewhat absurd." Debating societies, whether legal or other, are societies for debate. They exist for the purpose of educating their members in the expression of thought. It is not, at least, their primary purpose to obtain answers worth having to questions propounded. To evoke debate, the questions chosen must be of a kind to excite interest and secure the attendance of members. It will not, I imagine, be the solitary experience of the committee of the Law Students' Debating Society, that those questions excite most interest, and bring together the largest number of members, which are somewhat general in their terms and wide in their scope. Both the questions mentioned above justified the choice of them by the interest evinced by the attendance of members when they were discussed, and by the character of the debates which arose upon them.

"I do not think the society to which I belong flatters itself that the conclusions at which it arrives upon any subject are of great importance to the world at large. But I am sure that in a debate of an hour or two upon the questions under consideration, much was said worth listening to, and tending both to excite thought and to define opinion.

"The first question was really much narrower than the second. As regards the latter, I may take this opportunity of correcting an impression, which seems to have got abroad, that we abandoned the venerable conclusion that "honesty is the best policy." But, if you will put this proposition in an interrogative form to those accustomed to accept it as a truism, I think you will be astonished to find how little they really understand its real significance, and how imperfectly they perceive the nature of the truth which it contains, and which will secure its permanence. Many members of the Law Students' Debating Society will, doubtless, owe to the debate in which they took part a more intelligent appreciation of its meaning and a more confirmed belief in its truth.

"I should occupy too much of your space if I entered upon the consideration of other points which the remarks in your journal suggest. I desire only on this occasion to refer to the two questions discussed by the Law Students' Debating Society, which were commented upon by you, and to justify the selection of them. It is the habit of that society to discuss general as well as legal questions, and in the selection of the latter as well as of the former it is the inclination of the committee to choose questions of larger rather than of more limited scope. They believe that in this inclination they are justified by the character of the debates which such questions evoke, and by the prosperous condition of the society, which they cannot but feel gratified to find that you characterize as 'excellently conducted.'"

Upon this letter we have only to remark that we entirely agree that debating societies are societies for debate. But by debate we do not understand the utterance of snippets of knowledge or random observations made on the spur of the moment. Our impression is that questions of too general a character encourage the tendency to this sort of talk, and tempt members to attend by the prospect of being able to say something without previous preparation or trouble.

LAW STUDENTS' DEBATING SOCIETY.

This society held its weekly meeting at the Law Institution on Tuesday evening last. A paper was read by Mr. J. A. Neale, B.A., entitled "The Wars of the Roses: A Review of Eight Dramas of Shakespeare," and was followed by a discussion in which Messrs. E. Beresford, B.A., Cowdell, Hemsley, Napier, A. Austin, and A. M. Ellis took part. Mr. Neale succeeded in raising by his remarks a good debate, and though he did not escape adverse criticism a general tribute was paid to the excellence of his paper. A vote of thanks was cordially passed to Mr. Neale at the conclusion of the meeting.

UNITED LAW STUDENTS' SOCIETY.

A meeting of the above society was held at Clement's-inn Hall on the evening of Wednesday last, when the subject for debate was "That the action for breach of promise of marriage should be abolished." Mr. F. B. Moyle opened in the affirmative, and a well-sustained discussion ensued, in which several visitors participated. Messrs. J. C. McColla, A. Rahman, Eustace Smith, R. G. Templer, C. Kains-Jackson, and W. C. Owen supported the opener, and Messrs. Bateman Napier, E. Foa, Parker Seeton, H. O. Maxwell, of the Oxford Union, and another opposed. Mr. Moyle replied, and the chairman (Mr. Shirley Shirley) put the motion to the vote, when it was carried by a majority of seven.

A meeting of the above society was held on Wednesday last, at Clement's-inn Hall, Strand, when Mr. W. H. Kelke opened in the affirmative the subject for debate, viz.:—"That the law of primogeniture should be abolished, and the settlement of real estate limited to a life or lives in being." In the discussion which followed Messrs. C. Parsons, Henderson, and A. Spokes supported, and Messrs. Rundle, Levy, R. G. Templer, and R. T. D. Acland opposed the opener, who having replied, the chairman put the motion to the vote, when it was carried by a majority of four. On Wednesday, December 10, there will be a joint debate at Clement's-inn Hall between the members of the Law Students' Debating Society, and the United Law Students' Society, the subject for discussion being "That registration [Qy. of title] should be made compulsory."

BIRMINGHAM LAW STUDENTS' SOCIETY.

A meeting of this society was held on Tuesday evening, November 18. Mr. Jos. Rowlands presided. The report of the delegates appointed to represent the society at the recent Congress of Law Student Societies held in London, was read, and a resolution passed that it be received and entered upon the minutes. A debate then took place on the following subject: "Is an advocate justified in defending a prisoner whom he knows to be guilty of the crime with which he is charged?" The speakers on the affirmative were Messrs. Rogers, O'Connor, and Jones; on the negative, Messrs. Cochrane, Taylor, and Samuel. After a summing up by the chairman, the question was put and decided in the affirmative. A vote of thanks to the chairman concluded the meeting.

MANCHESTER LAW STUDENTS' DEBATING SOCIETY.

The third meeting of the session of this society was held on Tuesday evening at the Law Library, Cross-street Chambers, when the chair was taken by E. Jones, Esq., barrister-at-law. The minutes of the last meeting having been read by the hon. sec. (Mr. T. W. Millar) and approved, and other formal business transacted, the chairman called upon the hon. sec. to open the debate in favour of the affirmative. The question for discussion was as follows:—"Is a purchaser in strict right entitled to call for the stamping, by the vendor, of unstamped but extinct equitable charges which appear on the abstract of title; and, if so, should such charges be stamped as agreements or mortgages?" Mr. Millar was followed by Messrs. Butcher, Rycroft, Atkins, Hardman, and Price in favour of the affirmative, and Mr. Hislop, who led the negative side of the debate, was followed by Messrs. Marshall, R. B. Wilson, J. C. Wilson, and Solly. Mr. Millar having after an animated discussion replied, the chairman in a most able and exhaustive manner summed up, and put the question to the meeting in three divisions, and it was ultimately decided in favour of the affirmative—the charges to be stamped as legal mortgages and not as agreements. A hearty vote of thanks to the chairman, proposed by Mr. Atkins, seconded by Mr. Hardman, brought a most successful meeting, lasting upwards of three hours, to a close.

At the request of the solicitors practising in the Sheffield County Court, the judge on Thursday issued an order that solicitors should wear robes in court to distinguish them from accountants.

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Cases of the Week.

BANKRUPTCY—SECURED CREDITOR—JUDGMENT—RECEIVER—EQUITABLE EXECUTION—ELEGIT—BANKRUPTCY ACT, 1869, ss. 12, 16—27 & 28 VICT. c. 112, s. 1—JUDICATURE ACT, 1873, s. 25, SUB-SECTION 8.—On the 20th inst. the Court of Appeal (JAMES, BAGGALLAY, and THESIGER, L.J.J.) affirmed the decision of the Chief Judge in *Ex parte Evans* (27 W. R. 712, L. R. 11 Ch. D. 691). The question was whether, by the appointment of a receiver in an action in the Chancery Division, at the instance of a judgment creditor, before the commencement of the liquidation of the judgment debtor, the creditor had obtained "equitable execution" of land in which the debtor had only an equitable interest, so as to make the judgment creditor a secured creditor within the meaning of the Bankruptcy Act, 1869, although the creditor had not, before commencing his action, issued a writ of *elegit*. The material facts were as follows:—On the 15th of May the creditor recovered judgment against the debtor for £80 and costs. On the 7th of August, the judgment being unsatisfied, the creditor commenced an action in the Chancery Division against the debtor for an account of what was due on the judgment and payment, or for a sale of certain real estate of the debtor which was subject to a mortgage, and payment out of the proceeds, and for the appointment of a receiver of the rents and profits of the property and an injunction. The plaintiff had not issued a writ of *elegit*. On the same day he applied *ex parte* for the appointment of a receiver, upon an affidavit that the defendant was not, to his knowledge, entitled to any other lands or hereditaments, or any other property against which any writ of *elegit*, *fiery facias*, or other process of execution might be issued for the purpose of obtaining payment of the judgment debt, and an order was made appointing an *interim* receiver, without security, to receive the rents and profits of the mortgaged property until after the 14th of August, but the receiver was "not in the meantime to take possession" of the property. On the 14th of August an order was made in the action, upon notice, appointing the same person, upon his giving security, receiver of the rents and profits of the property, and directing that the tenants should attorn and pay their rents to him. The same day the debtor filed a liquidation petition, and a receiver was appointed. It did not appear whether the order absolute for the appointment of the receiver in the action was made before or after the appointment of the receiver under the petition. The receiver in the action never gave security. Under these circumstances the Chief Judge held that the appointment of the receiver operated as a delivery in execution by "other lawful authority" of the land, within the meaning of section 1 of the Act 27 & 28 Vict. c. 112, giving the creditor a charge or lien on the land, and making him a secured creditor at the commencement of the liquidation. In support of the appeal it was urged that, assuming that the appointment of a receiver could, under any circumstances, amount to an "equitable execution," where an *elegit* had not been previously issued, a mere *interim* appointment could not have that effect, and the absolute appointment, being an appointment upon the receiver's giving security, could not amount to an "equitable execution" until the security had been given. On this point the case of *Edwards v. Edwards* (24 W. R. 713, L. R. 2 Ch. D. 291) was cited, in which it was held that, when a receiver of chattels had been appointed upon his giving security, an execution creditor who seized the chattels, before the receiver had given the security, had not been guilty of a contempt of court. This, it was said, showed that the appointment of the receiver had no operation at all until it was completed by the giving of the security. It was further urged that it was the settled practice of the Court of Chancery not to interfere in favour of a judgment creditor, even though the judgment debtor had no interest in land but an equitable one which an *elegit* could not affect, until the creditor had done all that he could to enforce his judgment at law by issuing an *elegit*, and it was said that the Judicature Act has made no difference in this respect. In the recent cases of *Hutton v. Haywood* (22 W. R. 356, L. R. 9 Ch. D. 229) and *The Anglo-Italian Bank v. Davies* (27 W. R. 3, L. R. 9 Ch. D. 275), in the latter of which it was held that the appointment of a receiver on an interlocutory motion amounted to an equitable execution of land, an *elegit* had been issued. The court held that the case was really con-

cluded by *Hutton v. Haywood* and *The Anglo-Italian Bank v. Davies*. JAMES, L.J., said that those cases had decided that the appointment of a receiver, which gave the creditor, through the receiver, the right to the possession of the land, was as much a delivery of the land in execution in the case of an equitable interest as was the return of the sheriff to the writ of *elegit* in the case of a legal interest. The sheriff never took actual possession of the land; the return to the writ was a mere verbal delivery in execution. In the present case there were in existence two orders for the appointment of a receiver—the *interim* order which covered the day on which the liquidation petition was filed; and the absolute order which, though it could not be considered as perfected till the security had been given, was, nevertheless, intended by the court as that equitable execution which the creditor had come to the court to obtain. The creditor had done all he could to obtain the equitable execution. THESIGER, L.J., said that, although the giving of security by the receiver was part of the order, it was not one of the elements necessary to make the order equivalent to a delivery in execution, but, as soon as the order was made, it bound the land, and, if the receiver afterwards perfected the order by giving the security, his appointment would relate back to the date of the order. And their lordships all agreed that the issue of a writ of *elegit* in the case of an equitable interest is a mere idle form, and one which is unnecessary since the Judicature Act.

ACT OF BANKRUPTCY—BILL OF SALE—ASSIGNMENT OF WHOLE PROPERTY TO SECURE ANTECEDENT DEBT—PRIOR AGREEMENT TO GIVE BILL OF SALE "IF REQUIRED"—ONUS PROBANDI.—In a case of *Ex parte Kilner*, before the Court of Appeal on the 20th inst., the question was whether an assignment of the whole of a trader's property to secure a loan made to him ten months previously, the assignment being executed about three weeks before he filed a liquidation petition, he being at the time of its execution practically insolvent, could be supported by an agreement, entered into when the loan was made, to give a bill of sale "if required" by the lender. The Chief Judge had held the bill of sale valid against the trustee in the liquidation. In support of the appeal reliance was placed on *Ex parte Fisher* (20 W. R. 849, L. R. 7 Ch. 636). On behalf of the bill of sale holder it was urged that *Ex parte Fisher* is not a decision that an agreement to give a bill of sale "if or when required" by a creditor is necessarily a fraudulent one, and one that cannot support a bill of sale of all the debtor's property subsequently given to secure the debt. Such a construction of the decision in *Ex parte Fisher* would, it was said, be contrary, not only to a series of prior authorities, such as *Mercer v. Peterson* (15 W. R. 1179, 16 W. R. 486, L. R. 2 Ex. 304, 3 Ex. 104) and *Harris v. Rickett* (4 H. & N. 1), which the Court of Appeal recognized in *Ex parte Fisher*, but would be inconsistent with later decisions of the same court, such as *Ex parte Isard* (22 W. R. 342, L. R. 9 Ch. 271), and *Ex parte King* (24 W. R. 559, L. R. 2 Ch. D. 256). BAGGALLAY, L.J., said that the principle laid down in *Ex parte Fisher* was that, "where the giving of the bill of sale is purposely postponed until the trader is in a state of insolvency, in order to prevent the destruction of his credit, which would result from registering a bill of sale, such a postponement is evidence of an intention to commit an actual fraud against the general creditors," and it was clear from the way in which that principle was enunciated by Mellish, L.J., that it was for the court in each case to take into consideration all the surrounding circumstances, and judge whether there was an actual intention to commit a fraud on the general creditors. *Ex parte Isard* and *Ex parte King* were decided on their special circumstances, and in neither of them was there any expression of dissent from the principle laid down in *Ex parte Fisher*. On the evidence in the present case his lordship came to the conclusion that it was intended that the giving of the bill of sale should be postponed until the debtor should be in difficulties, and it should be necessary for the creditor's protection that it should be given. The case was therefore entirely covered by *Ex parte Fisher*, and the bill of sale was valid as against the trustee in the liquidation. THESIGER, L.J., said that the principles of *Mercer v. Peterson*, and similar cases, were undoubtedly binding on the court; but those principles must be applied with very great caution, for otherwise they

would open the door to great frauds. The court must require very clear evidence that the agreement set up to validate the bill of sale was a *bond fide* agreement, that it was not, to use the language of Mellish, L.J., in *Ex parte Fisher*, an agreement that the giving of the bill of sale should be delayed until the debtor should be in difficulties, with the view of avoiding the injury to his credit which would result from the registration of a bill of sale. *Ex parte Fisher* supplied a very wholesome correction to *Mercer v. Peterson* and that class of cases. The court ought to require a very clear explanation of the reason why the execution of such a bill of sale had been delayed. In the present case no explanation whatever had been given of the delay, and his lordship inferred that the intention of the parties at the date of the agreement was that no bill of sale should be given until the debtor should be in insolvent circumstances. JAMES, L.J., added that in such cases the *onus probandi* was always on the person who set up the prior agreement to validate the bill of sale, to show, not only that there was such an agreement, but that it was a *bond fide* agreement.

COMPANY—VOLUNTARY WINDING UP—AGREEMENT FOR SALE OF BUSINESS AND ASSETS TO ANOTHER COMPANY—VALIDITY AS AGAINST CREDITORS—COMPANIES ACT, 1862, s. 161.—In a case of *In re The City and County Investment Company*, before the Court of Appeal on the 19th inst., the important question was raised how far an agreement under section 161 of the Companies Act, 1862, entered into by a company about to be wound up voluntarily, for the sale of its business and property to another company, is binding upon the creditors of the transferor company. The court (JESSEL, M.R., and JAMES and BAGGALLAY, L.JJ.) held that such an agreement was valid as against the creditors of the transferor company, no application having been made to the court for a winding-up order within a year from the passing of the special resolution approving of the agreement. Section 161 contains the following provision:—"If an order be made within a year for winding up the company by or subject to the supervision of the court, such resolution shall not be of any validity, unless it is sanctioned by the court." JESSEL, M.R., said that if the agreement was an actually fraudulent one, the case could be easily dealt with at law or in equity, and if it amounted to a fraudulent preference, section 164 would provide a remedy. If a mistake had been made, and the parties honestly, though erroneously, supposed that they had provided funds for the payment of the company's debts, then the remedy was to be found in the above-mentioned provision of section 161. If a creditor could not obtain payment of his debt he could apply within a year to the court for a winding-up order, and the court would not sanction the arrangement if it interfered with the payment of the creditors. This view of section 161 was consistent with the general scheme of the Act. Shareholders might transfer their shares to a pauper, and, by virtue of section 38, they would not be liable to the creditors of the company after the expiration of a year, and the above provision of section 161 placed shareholders who accepted shares in the transferee company in the same position as shareholders who transferred their shares in the ordinary way. The agreement was binding on all the shareholders by virtue of section 161, and it became binding on the creditors by lapse of the time mentioned in that section.

PRACTICE—WRIT OF *NE EXEAT*—LEGAL DEBT—DEBTORS ACT, 1869, s. 6.—In a case of *Drover v. Beyer*, an application was, on the 15th inst., made to the Court of Appeal for a writ of *ne exeat*, the application having been previously refused by JESSEL, M.R. (*ante*, p. 66). The action was brought upon a mortgagee's covenant to pay the mortgage debt, the mortgage being of a foreign ship, and some policies of insurance upon her granted by some foreign insurance companies. The defendant was a foreigner resident abroad, having property abroad, but having no property in England. He happened to be temporarily in England, but had stated his intention of leaving almost immediately. The court (JAMES, BAGGALLAY, and THESIGER, L.JJ.) refused the application. JAMES, L.J., said that a writ of *ne exeat* was granted by the old Court of Chancery only in the case of

an equitable debt. The writ was a species of *mesne process*, analogous to the power of arrest under *mesne process* at common law in the case of a legal debt. Before the Judicature Act, a writ of *ne exeat* could not have been granted in such a case as the present, and the Judicature Act had made no difference. It was then urged on behalf of the applicant that an order of arrest might be made under the exception contained in section 6 of the Debtors Act, 1869, on the ground that the defendant's absence from England would "materially prejudice the plaintiff in the prosecution of his action," inasmuch as the plaintiff would be entitled to obtain discovery from the defendant in relation to the foreign insurances. Section 6, it was said, could have no meaning if it did not refer to something of this kind, for otherwise the absence of a defendant abroad would be an advantage to a plaintiff, as it would enable him to obtain judgment by default. The court, however, held that section 6 did not apply. JAMES, L.J., said that the discovery suggested would not be a step in the prosecution of the action. And THESIGER, L.J., said that the argument must go to this extent, that whenever a defendant to an action was a foreigner without property in this country, but having property abroad, he could be arrested if he was in this country and was about to leave it.

PRACTICE—UNAUTHORIZED USER OF NAME AS PLAINTIFF—COSTS—MOTION TO DISMISS—LIABILITY OF SOLICITOR—FORM OF ORDER.—In the case of *Nurse v. Durnford*, before the Master of the Rolls on the 21st inst., motions were made by the defendants to dismiss for want of prosecution. The action was one by country solicitors for an account against their London agents, and it appeared that one of the plaintiffs, James Nurse, had instructed his then London agents, Messrs. Eyre & Co., to commence the action, making himself and also the two co-executors (James Walker and Ann Nurse) of a deceased son, formerly a partner with him, plaintiffs. James Nurse and Ann Nurse were both dead, and their estates were believed to be insolvent. On the motion to dismiss being served on James Walker, he served a counter-notice on the defendants, asking that his name might be struck out as plaintiff, as having been inserted without his authority. On the 14th inst., when the motion was mentioned, the Master of the Rolls directed that the notice of motion should be amended by asking that the solicitors should pay the costs occasioned by improperly joining James Walker. The solicitors were served with notice of motion, and all three motions came on to be heard together. The form of order suggested by the defendants was that originally adopted in *Dundas v. Dutens* (1 Ves. jun. 200), and since followed in numerous cases under the old chancery practice—namely, of directing the costs to be paid by the plaintiff, in the first instance, leaving him to obtain indemnity from the solicitors. JESSEL, M.R., said he could not agree with the principle on which the rule had been established, that, if an agent professed to act without authority on behalf of his principal, the rule was to make him liable to the persons deceived, and also to his assumed principal for any damage sustained by him. The common law rule had always followed the principles of the agency cases, and the courts had made the solicitor liable in the first instance. He thought the common law rule more correct in principle, and he said he should follow it in preference to that in use in equity. He should make one order in all three motions, staying all further proceedings in the action, and directing the solicitors, Messrs. Eyre & Co., to pay the plaintiff Walker's costs as between solicitor and client, and the defendants' costs as between party and party. He also intimated that the solicitors would have a right to prove against the estate of the plaintiff James Nurse, who had caused the misjoinder, for all the costs they would have to pay.

PRACTICE—LEAVE TO SIGN JUDGMENT UNDER ORD. 14, r. 3—AFFIDAVIT IN REPLY TO DEFENDANT'S ANSWER.—In a case of *Grugin v. Grepe*, before the Master of the Rolls on the 22nd inst., a question arose whether a plaintiff on an application to sign judgment under ord. 14, r. 3, could file and use an affidavit in reply to the case made by the defendant in his affidavit for leave to defend. It appears that there have been conflicting decisions in the common law divisions on the point. JESSEL, M.R., was of opinion that there would be no difficulty in allowing

such a practice. What the judge had to do was to determine whether the defendant could make out a *prima facie* case showing a defence, and there was no more difficulty in doing this by having the affidavit in reply than without such an affidavit. The equity courts were quite familiar with the practice of determining whether a *prima facie* case was made on affidavits, as they had to decide this very question on every application for an interlocutory injunction. As there were conflicting decisions on the point, he was not bound by either. He considered that under the words of the order the practice might be adopted, and, in his opinion the right course was to allow the affidavit in reply to be read.

CONTRACT FOR SALE OF LEASE—UNDERLEASE—MIS-DESCRIPTION—ENFORCING CONTRACT.—In a case of *Camberwell Building Society v. Holloway*, before the Master of the Rolls on the 20th inst., a question arose whether the court would enforce the sale of a leasehold property under the following circumstances:—In the particulars of sale it was described as a "leasehold residence," held at a low ground rent. The next house was stated to be "underleased at an apportioned rent." By the conditions of sale the vendors were to deliver an abstract commencing with an indenture of lease, under which the lot was held, and the lease was to be produced at the time of sale, and the purchaser was to be taken to have notice of all indentures therein contained. An abstract of title was delivered commencing with the lease, which on its face purported to be an underlease, and on this the purchaser ultimately declined to complete. *JESSEL, M.R.*, after commenting unfavourably on the decisions in *Madeley v. Borth* (2 De G. and Sm. 718) and *Darlington v. Hamilton* (Kay, 530), came to the conclusion that in the present case there was no misdescription, that there was nothing to show that an underlease was not intended to be sold, and, moreover, that the purchaser was put upon ample notice that the property he was buying was in fact held under an underlease. He therefore gave judgment for specific performance, with costs.

RECTIFICATION OF SETTLEMENT—MISTAKE—EVIDENCE.—In an action of *Edwards v. Bingham*, heard on the 21st inst., before *Malins, V.C.*, his lordship rectified a settlement made on the marriage of Mrs. Edwards to her late husband, upon her unsupported evidence, under the following circumstances:—She swore that she had not intended, and had not instructed her solicitor to prepare, the settlement, which comprised her property only, in such a way as to limit her power of disposing of any of her property in the event of her surviving her husband. The settlement, however, gave her a power of appointment by deed as to a sum of £600, and, subject thereto, and to her life interest in the property, a power of appointment by will only over the whole of her property; and, in default of appointment, there was a trust for the benefit of her children by any marriage, and, subject to the preceding trusts, there were trusts, in the event of her husband surviving her, for his benefit, and for the benefit of a stranger, and in the event of her surviving her husband for the benefit of her next of kin. Her husband pre-deceased her, and there were no children of the marriage, and she had not married again. *MALINS, V.C.*, was of opinion that the settlement ought to be rectified, having regard to the events which had happened, by giving Mrs. Edwards a power of appointment by deed over the whole property.

PRACTICE—DEFENDANT IN PERSON.—In an action of *Cusel v. Bashford*, brought to trial before *Malins, V.C.*, on the 25th inst., while the plaintiff's case was being opened, the defendant repudiated in person both the solicitors appearing on the record for him and the counsel instructed by them. *MALINS, V.C.*, said that, under the circumstances, he could only hear the defendant in person, and that in so doing he was following a precedent laid down by *Knight Bruce, L.J.*, who himself had followed *Lord Eldon*. He, however, allowed the action to stand over for a week for the parties to consider their position.

SPECIAL EXAMINER—EXAMINATION OF CO-PLAINTIFFS RESIDENT ABROAD—ORD. 37, RR. 1, 4.—In a case of *The Banque Franco-Egyptienne v. Lutscher*, before *Fry, J.*, on the 24th inst., the action was brought by a foreign corporation, and four foreigners resident abroad as co-plaintiffs. The bank sued in respect of a very large debt; the co-plaintiffs sued in respect of a very much smaller debt arising out of the same transactions. The co-plaintiffs were joined as plaintiffs, instead of being made defendants, because it was feared that if they were made defendants they would become hostile to the bank. The bank desired to have the evidence of the co-plaintiffs in support of their case, but the co-plaintiffs refused to come to England to be examined. Under these circumstances the bank moved for the appointment of a special examiner to take the evidence of the co-plaintiffs abroad. *Fry, J.*, made the order, appointing a special to take the evidence of the four co-plaintiffs (naming them), and providing that this was not to delay the trial. The costs to be costs in the action.

COSTS—DISCRETION OF THE COURT—UNNECESSARY ACTION TO EXECUTE TRUSTS OF SETTLEMENT.—In a case of *Fane v. Fane*, before *Fry, J.*, on the 23th inst., the action was brought by one of two tenants for life under a settlement of a money fund to have the trusts of the settlement carried into execution by the court. There were originally two trustees, one of them died, and the defendants to the action were the surviving trustee and the other tenant for life. The alleged that the surviving trustee was permanently resident abroad, and that he ought to be removed from his office, and that two new trustees ought to be appointed, and he asked that this might be done. The settlement contained a power of appointment by the tenants for life. The plaintiff also alleged that the defendant trustee had committed a breach of trust, and asked that certain bonds, in which the trust funds were invested, might be deposited in a bank in the names of the new trustees. At the trial the plaintiff abandoned the charges against the defendant trustee, and admitted that there was no ground whatever for his removal. Under these circumstances the only question was whether the plaintiff ought to pay the whole of the costs of the action. *Fry, J.*, said that the action was really brought, not to have the trusts executed, but for the other purposes which had been abandoned. The plaintiff was entitled to judgment for the execution of the trusts, but the trust funds had never been in danger, and there was no ground for coming to the court. The court had a discretion as to the costs, and it would be properly exercised in this case by ordering the plaintiff to pay all the costs of the action up to and including the trial.

PRACTICE—BANKRUPTCY OF DEFENDANT AFTER ACTION SET DOWN FOR TRIAL—ORDER OF REVIVOR AGAINST TRUSTEE—SERVICE—DEFAULT OF APPEARANCE—FILING PLEADINGS AND NOTICE OF MOTION FOR JUDGMENT—NON-APPEARANCE OF DEFENDANT AT TRIAL—AFFIDAVIT OF SERVICE OF NOTICE OF TRIAL—ORD. 50, RR. 2, 4, 5—ORD. 16, R. 13—ORD. 19, R. 6—ORD. 36, R. 20.—In a case of *Chorlton v. Dickie*, before *Fry, J.*, on the 21st inst., the action was brought by one of three trustees against his co-trustees, *Dickie* and *McLachlan*, to compel them to make good a breach of trust. The pleadings having been closed, notice of trial was given by the plaintiff, and was served on the solicitors on the record, who appeared for both the defendants, and they accepted service for both defendants. The action was set down for trial, but, before it came on to be tried, the defendant *Dickie* was adjudicated a bankrupt, and a trustee of his property was appointed. The common order of course was obtained by the plaintiff that the action and the proceedings therein should be carried on and prosecuted against the trustee, in like manner as if he had been originally a defendant thereto. This order was served upon him, but he did not enter an appearance. The action had been marked in the list as standing over by reason of the bankruptcy, but, after the order of revivor had been made, it was restored to the paper for trial. Notice of this was served on the trustee. When the action came on for trial the defendant *McLachlan* appeared, but neither *Dickie* nor his trustee appeared. Judgment was given for the plaintiff. The registrar declined to draw up the judgment on two grounds—(1) that, as the trustee had not entered an appearance, the pleadings and notice of motion for judgment

ought, in accordance with rule 6 of order 19, to have been filed as against him; (2) that, as Dickie did not appear at the trial, an affidavit of service of the notice of trial upon him ought to have been filed before the trial. *Fay, J.*, held that, as notice of trial had been duly served on the defendant, Dickie, and the effect of the order of revivor was to place the trustee in the shoes of Dickie, it was unnecessary that the pleadings and notice of motion for judgment should be filed. His lordship also held that an affidavit of service of notice of trial was unnecessary, on the ground that the defendant was sufficiently protected by the power of setting aside the judgment, given to the court by rule 20 of order 36. He said that when he held in *Cockshott v. The London General Cab Company* (26 W. R. 31) that an affidavit of service of notice of trial ought to be produced at the trial when the defendant did not appear, he did so because he was told by the registrar that it was the practice always to require this to be done. But it now appeared that this was not the practice in the common law divisions.

Obituary.

MR. SERJEANT COX.

Mr. Edward William Cox, serjeant-at-law, deputy-assistant judge of the Middlesex Sessions, died suddenly from apoplexy at his residence, The Moat Mount, Highwood-hill, Middlesex, on Monday, the 24th inst., at the age of seventy. On Monday morning he took his seat at Clerkenwell, in the second court, and discharged his judicial duties without any appearance of ill-health. He returned home in the afternoon, and in the evening he took part in a penny reading at Mill-hill. On returning home he went to his library, where shortly afterwards he was found dead by his daughter. Mr. Serjeant Cox was the eldest son of Mr. William Cox, of Taunton, and he was born in 1809. He was called to the bar at the Middle Temple in Easter Term, 1843, and practised for many years on the Western Circuit, and at the Devonshire, Exeter, Plymouth, and Devonport Sessions, and he had for many years a good criminal business. He was well known as a legal writer, being the founder, and for many years the editor of the *Law Times*. He was also the author (in conjunction with Mr. Thomas William Saunders) of a work on the Criminal Law Consolidation Acts, and (in conjunction with Mr. Standish Grove Grady) of a treatise upon the Law of Registrations and Elections. He also published (among other works) a Digest of Criminal Cases, "The Law of Joint Stock Companies," and "The Arts of Writing, Reading, and Speaking," and he was editor of the well-known reports known as "Cox's Criminal Cases." He was recorder of the boroughs of Helston and Falmouth from 1857 till 1868, when he was appointed recorder of Portsmouth. In the same year he was created a serjeant-at-law, at the same time as Serjeants Sargood and Sleight, this being the latest creation of serjeants, except in the case of newly-appointed judges. Mr. Serjeant Cox was a Conservative, and unsuccessfully contested Tewkesbury in 1854, and Taunton in 1865. He again stood for the latter borough in 1868, when he was returned in conjunction with Mr. Barclay, defeating the present Sir Henry James by a few votes, but he was unseated on petition, and the seat was awarded to the latter. He was a magistrate and deputy-lieutenant for Middlesex, and chairman of petty sessions for the Edgware Division, and in 1870 (on the death of Mr. Joseph Payne) he became deputy-assistant judge, and discharged the duties of that office until his death. Mr. Serjeant Cox had devoted much attention to psychological studies, and he was president of the Psychological Society, and author of "The Mechanism of Man," and other philosophical works. It may be remembered that he became the purchaser of the site of Serjeant's-inn on its recent sale by the former members. Mr. Serjeant Cox was twice married, first, in 1836, to the daughter of Mr. William Harris, and secondly, in 1845, to the daughter of Mr. John William Martin Fonblanque, many years a commissioner of the Court of Bankruptcy.

MR. JOHN PEARSE.

Mr. John Pearse, solicitor, of Hatherleigh, died recently at his residence at that place, after a long illness. Mr. Pearse was born in 1818, was admitted a solicitor in 1842, and had ever since practised at Hatherleigh. He was a commissioner to administer oaths in the Supreme Court of Judicature, and a perpetual commissioner for Devonshire, and he had a large private practice, having been for many years the only solicitor in the town. Mr. Pearse had been for many years clerk to the Commissioners of Taxes for the Hatherleigh Division of the county, and he was also clerk to the Hatherleigh Highway Board and School Board. He was in partnership with his son, Mr. George Pearse, who was admitted a solicitor in 1874.

MR. GEORGE ALLISON.

Mr. George Allison, solicitor and proctor (the head of the firm of Allison, Son, & Willan), the oldest practising solicitor at Darlington, died at his residence at that place on the 12th inst., after a somewhat short illness. Mr. Allison was admitted a solicitor in 1820, and originally practised at Richmond, but a few years later removed to Darlington, where he carried on business until his death. He was at one period in partnership with Mr. Robert Nesham, afterwards with his son, Mr. George Thomas Allison, and more recently with Mr. Richard Willan. He was a commissioner to administer oaths in the Supreme Court of Judicature, and a perpetual commissioner for the County Palatine of Durham, and the North Riding of Yorkshire, and his private practice was very extensive. He was for many years solicitor to the Darlington District Bank. Mr. Allison had formerly a good practice as a proctor in the local ecclesiastical courts. His death is much regretted at Darlington.

MR. BENJAMIN WORKMAN.

Mr. Benjamin Workman, solicitor, died at his residence, Hampton House, Evesham, on the 8th inst., at the age of eighty-six. He was the son of Mr. Joseph Workman, and was born in 1793. He was admitted a solicitor in 1819, and practised for about thirty years at Evesham. He had a large business, and was in partnership with his brother, Mr. Henry Workman, and with Mr. Herbert New, the present registrar of the Tewkesbury County Court. Mr. Workman retired from practice about thirty years ago, and was shortly afterwards placed in the commission of the peace for Worcestershire and Gloucestershire, as well as for the borough of Evesham. He commanded the Tewkesbury Rifle Volunteers for several years after the formation of the corps. He had for some years devoted his attention to artistic pursuits, and his collection of paintings had obtained some celebrity. Mr. Workman was a bachelor.

Appointments, &c.

Mr. BRUCE LOCKHART BURNSIDE, Q.C., Attorney-General of the Bahamas, has been appointed Queen's Advocate for the Island of Ceylon, in succession to Mr. Richard Cayley, appointed Chief Justice of Ceylon. Mr. Burnside was called to the bar at Lincoln's-inn in Easter Term, 1866. He was for several years Speaker of the Legislative Assembly of the Bahamas, and he was appointed a Queen's Counsel for the colony in 1874, and Attorney-General in 1875.

Mr. MONTAGU HAWKINS, solicitor, of 115, Leadenhall-street, E.C., has been appointed a Perpetual Commissioner for taking the Acknowledgments of Deeds by Married Women in and for the Cities of London and Westminster and County of Middlesex.

Mr. GEORGE WADHAM, solicitor (of the firm of Guscotte, Wadham, & Daw), of 19, Essex-street, Strand, has been appointed Under-Sheriff of the City and County of Bristol for the ensuing year. Mr. Wadham was admitted a solicitor in 1862, and has been under-sheriff of Bristol since the year 1871.

DISSOLUTION OF PARTNERSHIP.

WILLIAM REED and WILLIAM JOLLIFFE, 86, Howard-street, North Shields, and 25, Side, Newcastle-upon-Tyne, solicitors. (Reed & Jolliffe.) November 12. (Gazette, November 25.)

Companies.

WINDING-UP NOTICES.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

PARK HANSON CAN COMPANY, LIMITED.—The M.R. has by an order dated Oct 14, appointed Mr. W. Williams, King st, Cheapside, to be official liquidator. Creditors are required, on or before Dec 30, to send their names and addresses, and the particulars of their debts or claims to the above. Jan 15 at 11 is appointed for adjudicating upon the debts and claims.

TOWNS FIRM COMPANY, LIMITED.—By an order made by V.C. Hall, dated Nov 11, it was ordered that the company be wound up. Steele, College hill, solicitor for the petitioner.

(Gazette, Nov 21.)

LIVINT, TONDU, AND OSMORE COAL AND IRON COMPANY, LIMITED.—Creditors are required, on or before Dec 31, to send their names and addresses, and the particulars of their debts or claims, to John Joseph Smith, Cannon st. Jan 9 at 12 is appointed for hearing and adjudicating upon the debts and claims.

MIDLAND HOTEL, BIRMINGHAM, LIMITED.—By an order made by the M.R., dated Nov 15, it was ordered that the voluntary winding up of the hotel be continued. Pearce and Sons, Giltspur st, for Wilkinson and Gillespie, Walsall, solicitors for the petitioners.

(Gazette, Nov. 25.)

UNLIMITED IN CHANCERY.

MUTUAL SOCIETY.—The M.R. has fixed Dec 4 at 11 for the appointment of an official liquidator.

(Gazette, Nov. 21.)

BALEBRUN-DE-THE-SEA PIER COMPANY.—Petition for winding up, presented Nov 20, directed to be heard before V.C. Malins, on Dec 5. Iliffe and Co, Bedford row, for Thompson, Jun, Middlesborough, solicitor for the petitioners.

SLATE COMPANY, LIMITED.—By an order made by the M.R., dated Nov 15, it was ordered that the company be wound up. Ellis and Co, St Swinburn's lane, solicitors for the petitioners.

TYRMOUTH AQUARIUM AND WINTER GARDEN COMPANY, LIMITED.—By an order made by V.C. Hall, dated Nov. 14, it was ordered that the company be wound up. Hensley and Hensley, Court yard, Albany, solicitors for the petitioners.

(Gazette, Nov. 25.)

FRIENDLY SOCIETIES DISSOLVED.

FRIENDLY SOCIETY OF FARINGDON, Faringdon, Berks. Nov 19
WEST KENT AGRICULTURAL LABOURERS' UNION FRIENDLY SOCIETY,
Grasshopper Inn, Westerham, Kent. Nov 19

(Gazette, Nov. 21.)

BUCKINGHAM LODGE FRIENDLY SOCIETY, Nottingham Ancient Imperial United Order of Odd Fellows, Albion Tavern, Little Sheffield, York.
Nov 22

(Gazette, Nov. 25.)

New Orders, Etc.

COUNTY COURTS.

I, the Right Honourable Hugh MacCalmont, Earl Cairns, Lord High Chancellor of Great Britain, do, under the powers vested in me by the County Court Rules, hereby order that the offices of the county courts may be closed on the 26th, the 27th, and 29th days of December, 1879.

Given under my hand this 3rd day of November, 1879.

CAIRNS, C.

Societies.

HULL INCORPORATED LAW SOCIETY.

The annual meeting of the members of this Society was held on the evening of the 12th inst. Mr. Henry Birks (vice-president) occupied the chair. This was the last meeting of the old Hull Law Society, founded in the year 1818, and a resolution having been passed transferring its assets and property to the new Hull Incorporated Law Society, the first annual meeting of the Incorporated Law Society was held. The following were elected officers for the ensuing year:—President, Mr. Henry Birks; vice-president, Mr. E. Laverack; hon. secretary and treasurer, Mr. J. T. Woodhouse; council, Mr. F. Lowe, Mr. J. J. Thorney, Mr. C. S. Wake, Mr. J. L. Jacobs, Mr. J. Gething, and Mr. J. Cook; hon. auditors, Messrs. Pearce and Sibree. After the meeting the annual dinner was held, and there was a large attendance of members. Mr. Birks (president-elect) occupied the chair, and there were also present as guests—the mayor (Alderman King, M.D.), the sheriff (R. M. Craven, Esq., J.P.), Mr. Bedwell (judge of the Hull County Court). Letters were received from the recorder (W. Beasley, Esq.), and deputy-stipendiary of Hull (E. C. Twiss, Esq.), regretting their inability to be present owing to pressing engagements in London. After dinner, the usual loyal toasts having been proposed from the chair, the chairman proposed "Her Majesty's Judges," and said that the reputation of the learned judges of the Supreme Court for learning, ability, and impartiality was never greater than at present; and amongst our intellectual athletes and distinguished statesmen and scholars the names of Lord Chancellor Cairns and Lord Chief Justice Cockburn stood pre-eminent; but, whilst expressing their feelings of pride and admiration for the judges generally, he was sure the members would join with him most heartily in giving expression to the sentiments of respect and esteem in which they held Mr. Bedwell in particular. Mr. Bedwell, who was received with loud applause, returned thanks, and after alluding to the talents of the judges—many of whom he had the pleasure of knowing personally—spoke of the pleasure it always gave him to meet his brother lawyers at Hull, and said that he should not soon forget the kind reception they gave him when he first came amongst them about five years ago. They were all engaged in a noble profession, and it was amongst their chief duties and privileges to teach and show what authority meant and what respect meant. Mr. Lowe, in felicitous terms, next proposed "The Mayor and Corporation," which was acknowledged by the mayor (Dr. King). Mr. Middlemiss then submitted the health of the sheriff, which was enthusiastically received and responded to by Mr. Craven, after which Mr. Bedwell proposed "The Hull Incorporated Law Society," remarking that he regarded a society like this most useful, particularly in protecting the honour of the profession, and encouraging *esprit de corps* amongst its members, and it had his very best wishes for its prosperity. The president-elect (Mr. Birks), who was loudly applauded, said: In the absence, through serious indisposition, of the retiring president, which we all deplore, it becomes my duty to respond to the toast so kindly and heartily proposed by Mr. Bedwell, and honoured by our other guests, of success and prosperity to the Hull Incorporated Law Society. This society is the successor of one established in the town of Hull for upwards of sixty years, and which has to-night ceased to exist. By incorporation we hope to obtain certain advantages more appreciable by lawyers than the general public, and we have taken the opportunity of incorporation to revise our rules; but our objects remain the same as before. In one respect, I hope we shall differ considerably from the late society. In its old age it had become somewhat languid and indifferent. I trust our re-constituted society will exhibit more of the energy and enthusiasm of youth. We may possibly lose the grand court hitherto held after our annual dinner. I fear the charter under which we held it is not embodied in our articles, or otherwise confirmed to us. But the days of "high jinks" are passing away, and, as the humour of the court sometimes verged on the frolicsome, the loss even of the grand court may not be a cause for unmixing regret. The objects we have in view are to uphold and improve the status of the profession, to call the members together from time to time for social intercourse, and

On Saturday, Mr. Collier held an inquiry at the Wade's Arms, Jeremiah-street, Poplar, touching the death of Alfred Holder, aged twenty-six, a solicitor. The body was identified by Mr. John Holder, a solicitor, of Malvern-road, Dalston, who stated that he last saw his brother alive on the 16th, when he appeared in his usual health. He had suffered from his heart, and on Thursday, from information he (witness) received, he went to the Islander's beerhouse, in the West Ferry-road, and there saw his brother dead. Maurice John Sexton, the landlord of the house in question, said that the deceased was at his house on Thursday arranging for the transfer of the premises. He was sitting quietly in a chair negotiating the necessary business, when he suddenly fell backwards, and before medical aid could be summoned he expired. Medical evidence showed that death arose from aneurism in the aorta, accelerated by the severe weather, and a verdict was returned accordingly.

MONEY SAVED BY ADOPTING CHAPPUIS' DAYLIGHT REFLECTORS. They supersede gas in daytime and improve natural daylight. They are in use in all Government offices, on board ships, and in private houses—from the nobleman's mansion to the artisan's workshop. For prospectus address two stamps to S. J. CHAPPUIS, Patentee and Manufacturer, 69, Fleet-street, London.—[ADVT.]

thereby to remove or soften asperities engendered in the course of a business which has a large element of contention in it; and to obtain the consideration and criticism of the profession of proposed legislation affecting subjects with which we are principally concerned. These objects may be summed up as "the interests of the profession;" they are not mere selfish interests, however, but such as may be promoted to the advantage of the public as well as the profession. There are gentlemen, members of this society, and I believe many of them, who wish to make it a power for good, who wish to bring their talents and energy to bear on those great questions of legal reform which are in the air. I sympathize with their wishes, and I trust the Hull Incorporated Law Society, which we now inaugurate, will afford them the opportunity they covet, and have a long career of usefulness. I thank Mr. Bedwell and our other guests for their good wishes. Other toasts followed, and during the evening several selections of music were given by a band of instrumentalists, interspersed with songs by the members present.

Creditors' Claims.

CREDITORS UNDER ESTATES IN CHANCERY. LAST DAY OF PROOF.

BENBROSE, ELIZABETH, Spalding, Lincoln. Jan 1. Brant v. Judd, V.C. Hall. Calthorpe, Spalding
DENDY, FREDERICK PETER, Horsham, Draper. Dec 14. Dendy v. Bostock, M.R. Bo-look, Horsham
DUBLIN AND ANDRIM JUNCTION RAILWAY COMPANY. Dec 11. Elliot v. Dublin and Andrim Junction Railway Company, M.R.
JONES, ROBERT JAMES, Liverpool, Solicitor. Dec 5. Jones v. Jones, V.C. Bacon. Venn, Finch lane, Cornhill
LOSEBY, EDWARD, Leicester, Silversmith. Dec 1. Loseby v. Sarsom, V.C. Bacon. Place, Leicester
MCGILL, MARY, Dunham Massey, Cheshire. Dec 10. Gibson v. Bruce, V.C. Hall. Duncan, Liverpool
ORME, MARY ANNIE, Gresham, Channel Islands. Dec 31. Evans v. Maxwell, V.C. Hall. Kelly, Molyneux chambers, Goswell rd
PITFAR, CHARLES JONAS, Rushes, Isle of Man, Esq. Dec 10. Porteous v. Pitfar, V.C. Malins. Hogwood, Whitthall pl
TALBOT, WILLIAM, Gt Titend-ld st, St Marylebone, Wholesale Iron Dealer. Dec 15. Talbot v. Bendelow, V.C. Hall. Ordell, New sq, Lincoln's Inn
WATKINS, JAMES, Goodrich, Hereford, Bucher. Dec 10. Rosser v. Rosser, V.C. Hall. Child, Old Jewry chambers
WREN, JOHN HANSELL, Stockton-on-Tees, Miller. Dec 31. Begbie v. Wren, V.C. Hall. Payne, John st, Bedford row

[Gazette, Nov. 11.]

BARNES, JOSEPH, Watlington, Oxford, Baker. Dec 15. Rogers v. Holmes, M.R. Hughes, St. Benet's pl, Gracechurch st
BLACKHURST, JOHN, Burslem, Stafford, Builder. Jan 1. Blackhurst v. Harding, V.C. Hall. Ellis, Burslem
GREENWALD, EMILY, Parker's pl, Somers Town. Dec 17. Greenwald v. Henderson, V.C. Hall. Mandale, Mitre et Temple
HARRISON, THOMAS, Lupus st, Fimble, Licensed Victualler. Dec 8. Harrison v. Harrison, V.C. Hall. Kinsey and Ade, Bloomsbury pl
HILL, WILLIAM, Nottingham, Lace Manufacturer. Dec 10. Hill v. Hill, V.C. Malins. Hind, Nottingham
LANGLEY, JOHN, Oaken, Stafford, Hardware Merchant. Jan 23. Stevens v. Morson, V.C. Hall. Dent, Wolverhampton
ROLLINGS, JAMES, Tiley, Hereford, Shoemaker. Dec 15. Davies v. Rollings, V.C. Hall. Tidd and Co, Kingston
SANDERS, ANN, Dryton terrace, Peckham. Dec 8. Sanders v. Savage, M.R. Wilkinson, Bernondsey st, Southwark
SILVA, EMANUEL, Richmond, Gent. Dec 1. Beckford v. Silva, V.C. Bacon. Arkell, Tooley st, Southwark
SPILLER, ELIZABETH, Wexford, Devon. Dec 10. Spiller v. Madge, V.C. Malins. Stamp, Honiton
TAYLOR, JAMES, Wearley Meltham, York, Farmer. Dec 15. Shaw v. Pogson, V.C. Hall. Byke, Huddersfield
THORP, JOHN, Swallowfield, Berks, Farmer. Dec 5. Thorp v. Thorp, V.C. Bacon. White, Badge row, Cannon st
WHEELAS, JOHN, Gt Wild st, Drury lane, Coal Merchant. Dec 2. Rice v. Wheelas, V.C. Bacon. Kelly, Molyneux chambers, Goswell rd
WILES, EDWARD, Potter Newton, Leeds. Dec 21. Child v. Bulmer, V.C. Hall. Bulmer, Leeds

[Gazette, Nov. 14.]

FLYNNER, HANNAH, Hill Farm, nr Bacup, Lancashire. Dec 20. Titchell v. Fletcher, V.C. Bacon. Wright, Bacup
FREEBORN, LOUIS FRANCES, Deptford, Gent. Dec 25. Freeborne v. Lockyer, V.C. Bacon. Lockyer, Gresham bldgs, Basinghall st
GRIMWOOD, CHARLES, Eldonston, Suffolk, Gent. Dec 8. Grimwood v. Wells, V.C. Hall. Androm and Co, Gracechurch st
OSBORNE, ROBERT GRANT, Manchester, Gent. Dec 10. Davison v. Vandicart, V.C. Malins. Brown, Westham
REDRUTH AND CHASWATER RAILWAY COMPANY. Dec 15. Barlow v. Redruth and Chaswater Railway Co, M.R. Woolcombe, Theobald's rd, Gray's Inn
ROBINSON, JOHN KILAM, Selby, York, Butcher. Dec 16. Elston v. Connell, M.R. Weddall, Selby

[Gazette, Nov. 19.]

BACON, JOHN WILLIAM, Albany rd, Old Kent rd, Gent. Dec 31. Hewitt v. Parklow, V.C. Malins. Fraser, Furnival's inn
GOTTL, GEORGE, Lansdowne ter, Brompton. Dec 8. Aston v. Gould, V.C. Hall. Crowder and Co, Lincoln's inn fields
HUGHES, SUSAN, Strand. Dec 18. Roth v. Hughes, V.C. Hall. Stuart, Adam st, Adelphi
WILKINSON, HENRY, High Buxton, Northumberland, Farmer. Dec 10. Wilkinon v. Baird, V.C. Malins. Mirams, New inn, Strand

[Gazette, Nov. 21.]

CREDITORS UNDER 22 & 23 VICT. CAP. 25. LAST DAY OF CLAIM.

ANDEY, EDWARD, Kingston-upon-Hull, Relieving Officer. Dec 31. Reed, Kingston-upon-Hull
D'ARMEIDA DONA MARIA VENTURA DE SOUZA TORRES, Braga, Portugal Dec 12. Crump and Son, Philpot lane
BAIKTON, JOHN, Southsea, Southampton, Saw Mill Proprietor. Dec 20. Heila d amt Son, Portsmouth
BOUCHER, JOHN, Camberwell New rd. Dec 6. Phillips and Son, Abchurch lane
COLPAS, HENRY, Forest Creek, nr Melbourne, Australia, Contractor. Dec 12. Summ, Ferndale rd, Clapham
COLPAS, WILLIAM HENRY, King's rd, Chelsea, Commercial Clerk. Dec 12. Summ, Ferndale rd, Clapham
COOPER, THOMAS THORNTON, Craven st, Strand, Pioneer of Commerce. Feb 28. Wood, St. Paul's Churchyard
COSTA, AUGUSTO EDUARDO DA, Belem, Para, Brazil Merchant. Dec 12. Crump and Son, Philpot lane
DAY, WILLIAM, Southampton row, Confectioner. Dec 5. May, Russell sq
EDMONTONE, ELLIN, Spa, Belgium. Jan 1. Harrison and Beaumont, Wakefield
EDWARDS, HENRY CHARLES, Penrith, Esq. Dec 18. Lonsdale, Carlisle
FORMAN, WILLIAM, Canterbury, Gent. Dec 15. Sankey and Co, Canterbury
GRAY, JOHN WILLIAM BACON, Bengeworth rd, Cold Harbour lane, Barrister-at-Law. Jan 1. Stanton and Atkinson, Newcastle-upon-Tyne
HATCHER, WILLIAM HENRY, York rd, Battersea, Gent. Dec 1. Withall, Threadneedle st
HAYLES, EUNICE, Hornton st, Kensington. Dec 8. Tatton, Low-Phillimore pl
HEMINGWAY, JAMES, Foden Bank, Macclesfield, Contractor. Dec 31. Swinburne and Parker, Bedford-row
HUTCHINGS, JOSEPH HORATIO NELSON, Swan lane, Licensed Victualler. Dec 29. Peacock and Goddard, South sq, Gray's inn
HOWLETT, SAMUEL, Woodbridge, Suffolk, Gent. Dec 19. Welton, Woodbridge
HUNT, HENRY, Preston, Lancaster, Wine and Spirit Merchant. Dec 8. Dudd, Preston
JAMES, CATHERINE, Tennessfield, Hereford. Dec 20. Cornish, Hereford
JOHANING, GUSTAVUS ADOLPHUS EDWIN, New Brighton, Chester, Bookkeeper. Dec 1. Mason and Grierson, Liverpool
LEVY, EDWARD, Stourbridge, Worcester, Bookseller. Dec 12. Bernard and King, Stourbridge
MATTHEWS, JAMES, Croydon, Surrey, Gent. Jan 10. Lindsay and Co, Basinghall st
MORGAN, JOHN, Shrewsbury, Corn Merchant. Dec 31. Nuisay, Shrewsbury
PILGRIM, JOHN, Hinckley, Leicester, Boatman. Dec 16. Wright and Hincks, Leicester
ROSE, JAMES, Charlton, Kent, Market Gardener. Dec 23. Sampson, King st, Chesham
SILVA, JOSE FERREIRA DA, Lisbon, Portugal, Merchant. Dec 12. Crump and Son, Philpot lane
SUTCLIFFE, JOSEPH, Fenay Bridge, York, Common Brewer. Jan 9. Fenton and Co, Huddersfield
SUTHERLAND, JANE, Bath. Dec 13. Phillips and Son, Abchurch lane
WARREN, GEORGE, Newcastle-upon-Tyne, Glass Manufacturer. Dec 24. Watson and Meady, Newcastle-upon-Tyne
WELCHMAN, ANNA MARGARETTA, Kingston-upon-Thames. Dec 13. Phillips and Son, Abchurch lane
WILCOX, EDWARD, WILLIAM, Plymouth, Gent. Dec 31. Whiteford and Bennett, Plymouth
WOODWARD, SARAH, Oldham pl, Farringdon rd. Jan 1. Patten, Gray's-inn-sq
WRIGHT, WILLIAM WRIGHT WORTHINGTON, Flixton, Lancaster, Esq. Dec 27. Stevenson and Co, Manchester

[Gazette, Nov. 11.]

ASHCROFT, ELEANOR, Litherland Park, nr Liverpool. Nov 24. Dixon and Byers, Liverpool
ASHWORTH, JOHN, Turlton, Lancaster, Land Agent. Dec 31. Fullagar and Co, Bolton-le-Moor
BACON, MATTHEW, Chatham, Miller. Dec 18. Etherington and Mann, Chatham
BENLEY, JOHN MACON, Bishopsgate st Within. Dec 29. Digby and Taber, Bloomfield st
BELA, GEORGE FREDERICK JAMES, Grov rd, Mile End. Dec 12. Glynes and Co, Mark lane
BOGLE, JOHN, Torquay, Devon, Esq. Feb 14. Bennett and Co, New sq, Lincoln's-inn
BRAYNE, MARY ANN, Abbeysoregate, Shrewsbury. Dec 31. Hows, Shrewsbury
BUCKLEY, GEORGE, Saddleworth, York, Greer. Dec 12. Pensonby and Giffie, Oldham
COKE, THOMAS, Nottingham, Gent. Dec 26. Hunt and Williams, Nottingham
DRELEY, ELIZABETH, Balsall Heath, King's Norton. Dec 14. Wood and son, Birmingham

County Courts.

WANDSWORTH.

(Before H. J. STONOR, Esq., Judge.)

Nov. 11.—*Salter v. Brooks; Montague, claimant.*

His Honour gave judgment in this case, which has been before the court several times.

W. Attenborough was for the plaintiff and execution creditor.

Bartlett, for the claimant.

H. R. Jones watched the case for the high bailiff.

His Honour said:—The points involved in this case are of great importance, not only to high bailiffs and officers of county courts, but also to sheriffs and officers executing the process of other courts, and to purchasers of goods under such executions. The plaintiff early in August last obtained execution against the defendant's goods for debt and costs amounting to £83 1s. 8d., and the bailiff took possession of all the goods in the plaintiff's house, No. 227 in Battersea-park-road, and on the 15th of August they were appraised and valued at the sum of £18 18s. 8d., and on the same day they were sold for that sum to the claimant. The sale took place on the premises, the claimant paid the money to the bailiff, the latter delivered to the claimant and quitted possession. The claimant took the bailiff's receipt (which was dated the following day, viz., 16th of August), for "the sum of £18 18s. 8d., as per appraisement and inventory annexed," but no appraisement or inventory was then annexed to the receipt or delivered to claimant, and there is no actual mention of the goods in the receipt. Two or three days afterwards, however, an inventory was sent to the claimant by the bailiff. The claimant, immediately on purchasing and getting possession of the goods, gave the execution debtor permission to use them until he (the claimant) otherwise disposed of them, and left the execution debtor in possession of them. Neither the receipt nor inventory was registered under the Bills of Sale Act, 1878. Early in September, the plaintiff, the execution creditor, took out another execution against the goods of the defendant, and called upon the bailiff to seize again the same goods which had been purchased and paid for by the claimant, and the purchase-money for which the plaintiff had received through the court, the plaintiff alleging that under the 4th and 8th sections of the above Act, the receipt and inventory, or one of them ought to have been registered within seven days, and that at the expiration of the seven days, the goods being in the apparent possession of the defendant, the bailiff was bound to seize them again as the property of the defendant. The bailiff accordingly seized the goods again, and appraised them at the sum of £17 2s. 6d., and the claimant again claimed the goods and paid into court that sum which is the subject of the present interpleader. Shortly after regaining possession of the goods, claimant sold them to one William Gillett, who also purchased the defendant's interest in his house and the good-will of his business, and went into possession of the same, and also of the goods, and retained the defendant as foreman of the business at a salary of 36s. a week, and allowed him still to live in the house, but the plaintiff, the execution creditor, actually took out another execution, and required the bailiff to seize the goods a third time on the same grounds as on the second time, which he accordingly did. Gillett then put in a claim to the goods, which became the subject of a second interpleader summons, on which he recovered, as there was clearly no apparent possession in the execution debtor. The first question on the present claim is whether the bailiff's receipt of the 10th of August and inventory are required to be registered under the Bills of Sale Act, 1878. The terms employed in the Act are very wide, and include "receipts for the purchase of goods," but only such "inventories" as are "attached to receipts." Therefore, in the present case, the receipt is *prima facie* within the Act, but the inventory is not. There are, however, in the 4th section of the Act, savings of "transfers of goods in the ordinary course of business of any trade or calling," and also of documents used in the ordinary course of business as proof of the possession or control of goods; and I am inclined to think that the document now in question, viz., the receipt, would come under one, and perhaps both, of these savings, for though a bailiff has no "trade,"

DEAN, JOHN, Brampton, Derby, Gent. Dec 17. Clark, Chesterfield.
DORRISON, MARTHA, Little Europa pl, Battersea. Dec 31. Young, Newgate st
DUFFIELD, MARY ANN, Birmingham. Feb 2. Riley, Wolverhampton
FINCH, ANN, Westbourne terrace, Hyde Park. Dec 6. Fisher and Carter, Old Jewry chambers
FISHER, THOMAS, Buckland, Filleigh, Devon, Esq. Dec 6. Fisher and Carter, Old Jewry Chambers
GREENWOOD, JOHN OATES, Quarry House, nr Halifax. Dec 10. Taylor and Co, Bradford
HYDE, ELIZABETH, Elm Tree rd, St. John's Wood. Dec 20. Freeman and Bothamley, Queen st, Cheshire
JONES, THOMAS, Edgbaston, Birmingham, Gent. Dec 15. Foster, Birmingham
KINGHIN, WILLIAM, Birkenhead, White Cooper. Dec 20. Moore, Birkenhead
KOCHE, JULES FREDERIC, Lausanne, Switzerland, Avocat. Dec 10. Bailey and Argles, Gracechurch st
PAIN, WILLIAM, Farcham, Southampton, Yeoman. Dec 21. Pain and Clarke, Winchester
PETO, WILLIAM, Cuckham, Berks, Farmer. Dec 31. Hurford and Taylor, Furnival's inn
POOLE, PAUL FALCONER, Greenhill, Hampstead, Artist. Dec 31. Cypriping, Goddins st, D. c/o's-commons
ROGERS, HENRY, Inverness gardens, Kensington, Esq. Jan 10. Allen and Son, Carlisle st, Soho sq
STEVENS, MONTAGUE, Sheffield, Managing Director of Messrs. Jeasop and Sons. Jan 15. Bramly, Sheffield
SWIFT, GEORGE, Old Bond st, Military Tailor. Dec 31. Hurford and Taylor, Furnival's-inn, Holborn
WISBY, MARY REBECCA, Cumberland Market, Regent's Park. Dec 13. Gough, Turle rd North, Hornsey Rise

[Gazette, Nov. 14.]

ARROWSMITH, GEORGE, Avenue Wagram, Paris. Feb 14. Denton and Co, Gray's inn sq
ATKINSON, EDWARD, Potternewton, Leeds, Gent. Jan 1. Middleton and Sons, Leeds
ATKINSON, MARK, Potternewton, Leeds. Jan 1. Middleton and Sons, Leeds
BIRMINGHAM, EDWIN, Hockley, Warwick, Die Sinker. Dec 15. Foster, Birmingham
BIRD, RICHARD, Victoria st, Paddington. Feb 1. Freeman, Post's Corner, Westminster
BOYD, MARY, Alexandra Hotel, Hyde Park, Esq. Dec 25. Johnsons and Co, Austin Friars
BRIMS, JAMES, Habergham Eaves, Lancaster, Surgeon. Dec 31. Holmes and Holmes, Barnley
BUTTON, HENRY MAX, Ipswich, Wholesale Grocer. Dec 20. Birkett and Bantoff, Ipswich
CLAYTON, THOMAS, Fowey, Cornwall, Esq. Jan 1. Allen and Beauchamp Worcester
COOPER, HARRIET, Harwich, Essex. Dec 31. Barnes, Harwich
DANIELS, JOHN, Eccles, Lancaster, Boot and Shoe Dealer. Dec 13. Simpson and Hockin, Manchester
DAVIES, JOHN, Bryn Ivor Hall, Monmouth, Gent. Jan 1. Lloyd, Newport
DYKE, JOSEPH, Eastgate, Rochester, Gent. Dec 20. Offerton-Stevenson, Rochester
FILLARDON, JOHN ALEXANDER, Elvaston pl, South Kensington, Gent. Dec 12. Kearsey and Co, Old Jewry
GIBBS, JOHN, Horpit, Wilt, Farmer. Dec 15. Kinsell and Tombs, Swindon
GOSPEL, JANE SELTH, Oxford rd, Barnsbury. Dec 31. Nutt and Co, Brabant crt, Philpot lane
HATHERILL, JOHN ALFRED, Birmingham, Pocket Book Maker. Dec 24. Johnson and Co, Birmingham
HAWES, ELIZABETH, Shardeloes rd, New Cross. Dec 16. Howard, Greenwich
HAWORTH, CALBE, Nelson-in-Marsden, Lancaster, Conveyancer. Feb 1. Hartley, Colne
HUTCHINSON, JOHN, Forton Bank, Lancaster, Farmer. Dec 24. Picard, Kirby Lonsdale
JAMES, CATHERINE, Tendersfield, Hereford. Dec 20. Corner, Hereford
MALTRY, GEORGE, Maitland Park rd, Haverstock Hill, Gent. Jan 1. Ford and Co, Bloomsbury sq
MCGRINITY, SARAH, Lowndes sq. Dec 20. Paterson and Co, Chancery lane
MILLARD, HENRY CANDISH, Southampton, Gent. Dec 31. Newton, Leighton Buzzard
MILES, JOHN, Shorncliffe, Kent, Veterinary Surgeon. Dec 20. Steele, College-hill
MORRIS, EDWARD, Chester, Woollen Merchant. Dec 20. Walker and Smith, Chester
PARKER, MARTHA, Hanhopes, Mordiford, Hereford. Dec 10. Scott, King William st
PAULI, CHARLOTTE, Landau, Rhenish Bavaria. Jan 13. Fielder and Sumner, Goddins st, Doctors-commons
SAUNDERS, CHARLES AUSTIN, Great Saint Helen's, Esq. Dec 24. Boughtons and Byfield, Gracechurch st
SCHNEIDERMAN, WENZELANS, Munich, Germany, Glass Engraver. Jan 13. Fielder and Sumner, Goddins st, Doctors-commons
SMITH, ROBERT HOWE, Richmond terrace, Cladnam rd, Newspaper Proprietor. Dec 31. Claye and Son, Manchester
WARD, General Sir FRANCIS, K.C.H., Woodside, nr Amersham, Bucks. Dec 16. Jennings, St. Swithun's lane
ZIMMERMAN, FRIEDRICH, Northampton rd, Clerkenwell, Catgut Maker. Jan 13. Fielder and Sumner, Goddins st, Doctors-commons

[Gazette, Nov. 13.]

"he certainly has a "calling." Assuming, however, that the receipt is a bill of sale and a transfer for the purposes of the Act, it clearly does not become a transfer further or otherwise, and therefore neither the property nor possession passed by it. The plaintiff contracted for the purchase of the whole of the goods, paid the money, and the goods were delivered to him and left in his possession, and I think the property and possession thereby passed to him, and the contract for sale was not controlled by the receipt given immediately afterwards, or the inventory which followed. I rely also, very strongly, on the absence of any description or mention of the goods in the receipt, and therefore it cannot be regarded as a bill of sale even for the purposes of the Act, as it does not contain the terms of the contract. It must also be remembered that, according to the case of *Herniman v. Bouver* (4 W. R. 261), a sheriff or bailiff is not restricted in the manner of sale, and no bill of sale, writing, or receipt is necessary; sale and delivery are sufficient title. Verdict for the claimant, with costs, but with liberty to the execution creditor to appeal by case within one month.

Court Papers.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	COURT OF APPEAL.	MASTER OF THE ROLLS.	V. C. MALINS.
Monday, Dec.	1 Mr. Ward	Mr. Clowes	Mr. King
Tuesday	2 Pemberton	Koe	Merivale
Wednesday	3 Ward	Clowes	King
Thursday	4 Pemberton	Koe	Merivale
Friday	5 Ward	Clowes	King
Saturday	6 Pemberton	Koe	Merivale
	V. C. BACON.	V. C. HALL.	Mr. Justice Fry.
Monday, Dec.	1 Mr. Jackson	Mr. Farrer	Mr. Latham
Tuesday	2 Cobby	Teesdale	Leach
Wednesday	3 Jackson	Farrer	Latham
Thursday	4 Cobby	Teesdale	Leach
Friday	5 Jackson	Farrer	Latham
Saturday	6 Cobby	Teesdale	Leach

HIGH COURT OF JUSTICE.

LONDON.—MICHAELMAS SITTING, 1879.

This list contains all actions entered in Queen's Bench, Common Pleas, and Exchequer Divisions, in which notice of trial has been given; and also all actions in the Chancery Division, in which notice has been given of trial before a judge and jury, up to and including the 1st of December, 1879.

LIST OF ACTIONS FOR TRIAL.

CP	1	The Chartered Mercantile Bank of India, London, and China (Waltons, B and W) v The Netherlands India Steam Navigation Co, lmd (Lovell and Co), commission SJ
CP	2	Frowin and ors (Stephen Scott) v Sonnenthal (Ashurst, M and Co), stayed SJ
CP	3	Allan (Roberts and B) v Wakefield (Waltons, B and W), SJ
CP	4	Breiff (A Jones, T and G) v Williams (Norris, A and C), stayed
Ex	5	Hanbury (Mercer and Mercer) v Grant and Clark and Punchard, and 77 other actions against the same defendants (Ashurst, M and Co; Blunt, T and L), postponed SJ
Ex	83	James Watt and Co (G Webb) v Mersey Steel and Iron Co, lmd (Norris, A and C), SJ
Ex	84	Ostrom and Fischer (H J Coburn) v Heintz (Nash and F), stayed
CP	85	Rathbone and ors (Freshfields and W) v Caldwell (J B Towns), commission SJ
QB	86	Leese (Jno Free) v Household (Field, R and Co), stayed SJ
Ex	87	Masaru and ors (Murray, Hutchins and Co) v Hobbey (Hollams, Son and C), commission SJ
CP	88	Keay and anr (Fritchard and Sons) v Young and ors (Clarks, R and C; J Scott; Burton, Y and Co; Belgrave and M), SJ
CP	89	Amazon Tug and Lighterage Co, lmd (Ashurst, M and Co) v Earle's Ship Building and Engineering Co, lmd (Chester, U and Co), commission SJ
QB	90	Pedersen (Johnsons, U B and A) v Dobell and Co (Field, R and Co), SJ
QB	91	Dreyfus, Freres and Cie (Stibbard, G and Co) v Watts Milburn and Co (Torr and Co), commission SJ
CP	92	Gardiner (Waltons, B and W) v Warns (F Bradley), stayed SJ

CP	93	Lawson (Tucker, B and Co) v Yeomans (Collette and C)
CP	94	Walker (S H Behrend) v Hough (Bloxam and E), without jury, stayed
CP	95	Jasmina (Lowless and Co) v Hyde (Hollams, Son and C), commission SJ
QB	96	Vanderzee and Co (Simpson and C) v Campbell, Robertson and Co (J R Childley) SJ
QB	97	Weigel (W Beck) v Anderson and ors (Hollams, Son and C), postponed
Ex	98	Young (Wilkins, B and F) The Senora Co and ors (Elmalie and Co; Mozley and S), SJ
CP	99	A Tesdorpf and Co (Waltons, B and W) v Gates (T Cooper and Co), stayed SJ
Ex	100	Bilbrough (Hacon and T) v Henderson (Dawes and Sons), commission SJ
CP	101	Reynolds (J P Garrod) v Cooper (Fisher and Co), postponed
CP	102	Beyingtons, Foster and Co (Waltons, B and W) v Rawlins (Hollams, Son and C), commission SJ
CP	103	Strauss and Co (F W Mount) v Continental Daily Parcels Express (Dalton and J), commission
QB	104	Morgan (J R Greening) v Finlay (Hollams, Son and C), SJ
QB	105	New South Wales Marine Assurance Co (Hollams, Son and C) v Reade (Waltons, B and W), commission SJ
QB	106	Alexander (J C Campbell) v McMaster (Venning, R and J), stayed
CP	107	Silva and anr (W A Crump and Son) v Larking and anr (Lowless and Co), commission
Ex	108	Brown (T H E Ford) v Groom (Pownall, Son C and K); Groom (T H E Ford) v Brown (Pownall, Son C and K), consolidated, postponed
CP	109	Leary and Co (Markby, S and Co) v Wiarda (G J Jennings), commission
QB	110	The Central African Trading Co, lmd (Flux and Co) v Walsh Bros (Milne, R and M), commission
QB	111	Falkenburg and Heese (Hollams, Son and C) v Kumpers and Co (W A Crump and Son), commission SJ
QB	112	Standard Lubricating Oils Co, lmd (H Kimber and Co) v Smith (Champion and Co), commission
CP	113	Beeson (Farnfields) v Culliford and ors (Hollams, Son and C), commission
QB	114	Dale and Spring (Hollams, Son and C) v Wakefield (Waltons, B and W), commission SJ
QB	115	Dickinson (Haywood, K and S) v S Stanbridge (Clapham and F), stayed
CP	116	Finch (H Montagu) v Dixon (Argles and R), com SJ
Ex	117	Hough and Co (Lyne and H) v Manzanos and Co (Ingledew, I and G), SJ
Ex	118	Hackett (Scard and Son) v Gisby (Robert Wood), stayed
QB	119	Schulte and Schermann (Hollams, Son and C) v Hopkins, Gilkes and Co (Van Sandau and C), stayed SJ
CP	120	Berlin, Cotrim and Co (Norton, R and Co) v E Pelliss and Co (Lowless and Co), commission SJ
QB	121	Eklot (Stokes, S and S) v Greenhow and Co (Billinghurst and W), stayed SJ
CP	122	Bories (Johnson, U B and A) v Peruvian Guano Co, lmd (J B Batten) commission SJ
Ex	123	Vickers and anr (W Tanner) v Bird and anr (Wild, B M and W), stayed
Ex	124	Gardiner (Randall and A) v Withernsea Pier, & Co (Milne, R and M), commission
QB	125	Priete (J Andrews) v Chadwick and Son (S Mayhew), postponed
QB	126	Bramwell (Hollams, Son and C) v Levi and Co (Ingledew, I and G), commission SJ
CP	127	Preston (Parker and Co) v The Cleveland Extension Mineral Ry Co (Chappell, Sons and Co) SJ
QB	128	C Tennant and Co (M Shephard) v Ellis, Kislingsbury and Co (F W and H Hilbery), commission
Ex	129	Jacobs and anr (A E Sydney) v Craig and anr (G H Finch), commission SJ
QB	130	Angstadt and ors (Plews, I and Co) v Knights (Parsons and L), lmd
QB	131	Johannessen (Same) v Same (Same)
QB	132	Berlin, &c., Co, lmd (Rooks & Co) v Combe and Wainwright (In Person) SJ
Ex	133	Bolton (Munns and L) v The Marine and General Life Assurance Society (Freshfield and W) SJ
QB	134	Hutton (T Allingham) v Bevan and ors (Janson, Cobb, and Co) SJ
QB	135	Rogerson and Son (Courtenay and C) v Uzielli (Waltons, B and W), comm SJ
QB	136	Rumcker and Rymer (Hollams, Son and C) v Susman (H Montagu)
QB	137	Thomson and ors (Ingledew, I and G) v Grant and ors (Hughes, Hooker and Co), commission SJ
Ex	138	Bunnett and Co, lmd (Reushaw and R) v Potter and Sons (Prior, B C and A), SJ
QB	139	Arnold and Co (Robinson and H) v Grantoff and Co (Nicol, Sons and J), stayed SJ
CP	140	Argles and anr (Argles and A) v Thomas (In Person), SJ
Ex	141	Wright (L Barnett) v Wright (Scott, Jarman and Co) (Fritchard and Son), commission SJ
CP	142	Steel Bros and Co (Waltons, B and W) v Briggs and ors (Fritchard and Son), commission SJ
CP	143	Mackey (T W Goldring) v Lovegrove (E H Farnell)
QB	144	Mapleson (J and R Gole) v Austin (W F Stokes) com
QB	145	Kearsey, exors, & (Kearsey, Son and H) v Roche and Gover (In Person)
CP	146	Parker (Digby and Jones) v Barrell (S T Cooper)
Ex	147	Hall (Munns and L) v Tarbox (Pike and Son) SJ
QB	148	Pilley (G and W Webb) v Watts, Milburn and Co (Ingledew and Co), commission SJ
Ex	149	Porter and Co (Champion, R and P) v Duncanson (Walton, B and W), commission

- CP 150 Perry (Crook and S) v Oughton and Son (Withal and C)
 CP 151 Gleiper (Angell, Terry and P) v Great Eastern Ry Co (C A Curwood) SJ
 CP 152 Belmonte and ors (Ashurst, M and Co) v Gutschow and Ford, Trustees, &c (W A Crump and Son; Saunders, H and Co), without jury, commission

(To be continued.)

MIDDLESEX.—MICHAELMAS SITTING, 1879.

LIST OF ACTIONS FOR TRIAL.

(Continued from page 76.)

- Ex 459 Amoss (W W Brown) v London and Provincial Horse and Carriage Insurance Co (J Crowdy and Son)
 Ex 460 Falk and anr (H W Christmas) v Hatton (J J Hutchinson)
 Ex 461 Marshall (T R Apps) v Williams (Kennedy and H)
 QB 462 Willis (H E Rawson) v Markham (T R Richardson)
 QB 463 Jenner and anr (T M Attwell) v Fuxley and Wife (G F and M Rooper) SJ
 Ex 464 Slade (Ingle, C and H) v The Great Eastern Ry Co (C A Curwood) SJ
 QB 465 Blizard (Palmer, E and N) v Poynter and ors (Bradsons)
 Ex 466 Philpott (Deane, C and Co) v Gill (A S Edmunds and Son)
 Ex 467 Wingrove (Hilleary and T) v Tubbs and anr (Chappell, W and C)
 QB 468 Andrews (F Cotton) v Vicar and Churchwardens of West Teignmouth (G E Philbrick)
 Ex 469 Taylor (G J Jennings) v Metropolitan Tram Co (H C Godfray)
 Ex 470 Yates (Hilleary and T) v Same (Same)
 CP 471 Sheward (Allen and Son) v Earl Lonsdale (Ellis and Ellis) SJ
 QB 472 McMillan (W H Holland) v Hider (W Sharman)
 Ex 473 Crowe (Hardwicke and J) v Thornton and ors (Mullens and B)
 Ex 474 Ward (W M Flegg) v Knox (Tidy and T)
 CP 475 Mullis (Woodbridge and Sons) v D'Avigdor (Futvoye, F and B)
 CP 476 Furrell (Todd and Dennes) v Ireland and anr (R Vose)
 Ex 477 Poolman (W Hicks) v Gaffin, extrix (Willoughby and Cox)
 QB 478 Bromley and ors (Layton, Son and L) v Gillling (Lanfair and S)
 QB 479 Williams (T D Dutton) v Monico and anr (G F and M Rooper)
 Ex 480 Pait (W Vant) v Lees (J P Poncione)
 Ex 481 Grant (T W Lenby) v Pilkington (J Cotton)
 CP 482 Stockwell (C A Cosedge) v Stockwell (T M Attwell)
 Ex 483 Eyre (Tadman and B) v Norris and Norris (J J Winsor) SJ
 QB 484 Brown (W Maynard) v Doo (W Royle)
 QB 485 Venables (H M Pike) v Rowley and anr (C Thorp; Taylor and T)
 QB 486 Huni Bros (F Clift) v Brandt (D Aston); Same (Same) v Same (Same) consolidated
 CP 487 Breffit (J R Tindale) v Weir (Bell, B and Co)
 QB 488 Gaistford (G Thompson) v Miller and anr (In Person)
 CP 489 Bull and anr (Tyrrell, Lewis and Co) v Perry and Co and anr (Munns and L; R Mote) SJ
 Ex 490 Holland, by next friend (F R Coote) v Mead and anr (Bicknell and H; Tiley and S)
 CP 491 Sargeant (Speechley, M and Co) v Winney and anr (G Brown and Sons)
 Ex 492 Milson (T Bordonan) v London and North-Western Ry Co (R F Roberts)
 Ex 493 Ponsford (Bartley and James) v Wyld (C O Newman)
 CP 494 Bass (W C Hall) v Pace (Lewis and L)
 Ex 495 Llewellyn (T White and Sons) v Strangward (Saunders, H and B) SJ
 CP 496 Rainbow and Wife (Prior, Bigg and Co) v Juggins (O Mallan)
 Ex 497 Newman, trading, &c (W H Hudson) v Harris and Co (Joel Emanuel and Co)
 Ex 498 Same (Same) v Gregg (Fellows and B)
 Ex 499 Lumley (Same) v Buklish and anr (Lewis and Lewis)
 Ex 500 Aldersey (Brownlow and H) v Kilber (Lovell, Son and P)
 QB 501 D'Alberte (J H Waring) v Myer (Webster and G)
 Ex 502 Hewitt (H Sowton) v Robinson (Johnson and Son)
 Ex 503 Pearson (W Eley) v Vincent (J V Musgrave)
 QB 504 Griffin (J S Kisch) v Robinson (Gregory, R and S)
 CP 505 Müller, by Cavell v Lebouchere (Lewis and Lewis) SJ
 Ex 506 Pontifex (Plunkett and L) v Knott (T Durant jun)
 Ex 507 Smith (Hughes, H and Co) v O Kelly and Wife and ors (W R Philp)
 Ex 508 Blane and anr (G Castle) v Mitchener and anr (Stocken and J)
 QB 509 Wilson (Hewitt and A) v Viset Bury and ors (White, Borrett and Co; Linklater and Co)
 QB 510 Capital and Counties Bk (Nash and F) v Henty and Sons (Robinson, Preston and S)
 CP 511 The London Necropolis and National Mausoleum Co (Harrisons) v Ewing (Johnson, U, B and A)
 QB 512 Spagnoletti (Van Sandau and C) v Aldin and anr (Bolton and Co) SJ
 QB 513 Schofield (F Fearon) v Giles (A H Miller)
 Ex 514 Blackett (J T Luscombe) v Field (C V Field)
 QB 515 Stevens (Benham and T) v Bradbury, Agnew and Co (Chester and Co) SJ
 Ex 516 Burrows (Wright and P) v Biss (W H Elcum)
 Ex 517 Gwynne (Parkers) v Wintle (Smith, Davies and Co)
 CP 518 Finlay (F L Soames) v Williamson and Hagen (Wontner and Sons)
 Ex 519 Bayley (Garnlen and Son) v Kelday (E Moss)
 CP 520 Wright and Wife (T C Russell) v Truman, Hanbury and Co (T Beard and Sons)
 CP 521 Brown (W Maynard) v Hancox (F T Dubois)

- QB 522 Flensburger Dampfschiff fahrt Gesellschaft von 1869 and anr (J Crowdy and Son u Dodds, trading, &c (Sharp and U) SJ
 QB 523 Oakeshott, extrix (F and T Smith and Sons) v Taylor (Pittman and S)
 QB 524 Beale (A G Ditton) v Clarke (H W M Wetherfield)
 Ex 525 Vandy (H S Harris and G) v N Metropolitan Tram Co (H C Godfray)
 QB 526 Harcourt (W T Manning) v Clark (C Thorp)
 CP 527 Wildash, by next Friend and anr (Same) v South-Eastern Ry Co (W R Stevens)
 QB 528 Monkhouse (Van Sandau and C) v Laing (Jackson and J)
 CP 529 Harrison and anr (Harrisons) v Harris (Lewis and I) without jury
 Ex 530 Hunting and anr (Shaen, R, M and S) v Owen (Micklethwait and Co)
 CP 531 Rattenbury (G H Finch) v Brinton and Co (Day and H)
 CP 532 English, trustee, &c (R Davies) v Allen (G and W Webb)
 QB 533 Culwick (N Gedge) v Palmer and anr (F W Denny)
 Ex 534 Wright (Norris, A and C) v Bingham (Yorke and B)
 QB 535 Taylor and Sons (Layton, Son and L) v Blunt (W Bohm)
 QB 536 Pontifex (J and M Pontifex) v Greenfield (E W and R Mote)
 Ex 537 Bass and Co (R H Wilkin) v Horne (Harford and T)
 CP 538 Nunn (Wild, B and W) v Sage (Patterson, S and B)
 CP 539 Mackay, Liquidator, &c (Munns and L) v Walter and Co., lmd (Woodbridge and Son)
 Ex 540 Goodfellow (A G Ditton) v Durant (T Durant)
 QB 541 Rice (Lewis and L) v East and West India Dock Co (Freshfields and W)
 QB 542 Field, John (H J Jennings) v Great Western Ry Co (R R Nelson)
 QB 543 Field, Henry (Same) v Same (Same)
 QB 544 Field, sen, and Wife (Same) v Same (Same)
 QB 545 Field, jun, and Wife (Same) v Same (Same)
 QB 546 Field by next Friend and T Field (Same) v Same (Same)
 QB 547 Smythe (F C Mathews) v Walker (Duffield and B) SJ
 CP 548 Wirth, Freres et Cie (Bailey, S and G) v Berriman (Rees, Lane and Co)
 QB 549 Press and Wife (J T Hazeldine) v N Metropolitan Tram Co (H C Godfray)
 Ex 550 Spaul (W H Sturt) v Phipps and ors (Elwes and S)
 QB 551 Strutt (Hazeldine and Co) v London Tram Co, lmd (H C Godfray)
 CP 552 James (J Evans) v James (Lewis and Sons)
 Ex 553 Scrine (G B Harrison) v McKay (J Cotton) without jury
 QB 554 The Nitro-Phosphate and Odams Chemical Manure Co, lmd (Kingsford and Co) v Roberts (Williamson, H and Co)
 CP 555 Roche (Bailey, S and G) v Sykes (Lambert, P and S)
 QB 556 Brown (G Whale) v West (E Hughes)
 QB 557 Gordon (Ley and M) v Philp (Crouch and F)
 CP 558 Gauz (Chappell, Son and G) v Evans (Lewis and L)
 CP 559 Ball (J R Tindale) v Cowles (Woodbridge and Sons)
 CP 560 Besant (Philbrick and Co) v Bevan, trading, &c (Farnfields)
 CP 561 Thorley Cattle Food Co lmd (W Eley) v Watson (Argies and A)
 QB 562 Ruding (J and M Pontifex) v Real Property Trust, lmd, and anr (Ashurst and Co)
 QB 563 Pepperell (J R Tindale) v The Marquis of Townshend (W A Day) SJ
 Ex 564 Davis (Walter, Jarvis and T) v Nottage and anr (T Micklelem) SJ
 QB 565 Richardson (Bird, M and R) v Oldham and Canning (Mathews and S) SJ
 CP 566 Chambers (F Norton) v Gaches and anr (Pitman and Smart) without jury
 Ex 567 Smith (T W Goldring) v Clark (G Reader)
 Ex 568 Parris (J N Mason) v Blowes (Beaumont and W)
 QB 569 Wise (C E R Preston) v Martin and anr (F Carter)

Legal News.

It is announced that the courts will sit at the Guildhall for the trial of special and common jury causes on the 1st of December, and thence until December 21. The courts will continue to sit at Westminster during the same period for the trial of common jury actions.

Charles Blake, of Newport, Monmouthshire, described as a solicitor, was charged on a warrant before Mr. Vaughan at Bow-street, on Tuesday, with obtaining £100 by false pretences and with intent to defraud. Mr. Romer Williams, of the firm of Williams, James, & Wason, solicitors, Lincoln's-inn-fields, appeared to prosecute, and said the warrant was granted for the prisoner's arrest in September last. Mr. Eugene Wason, of the firm of Williams, James, & Wason, solicitors, Lincoln's-inn-fields, deposed that, on the 15th of September last, the prisoner called at his office and asked for a loan of £500. He was asked what security he could give, and he replied that he was entitled under the will of his grandfather, Thomas George Orton, to nine houses in Lambeth realizing a rent of £260 per annum. He could not produce the copy of the will then, but gave a reference. He was told that in addition to that, certificates of his birth and his parents' marriage would be required, and

that as it appeared that he was only contingently entitled, he would have to insure his life. He pressed very hard for an advance the same day, but it being impossible until the will had been seen, witness promised to go to Somerset House early the next morning and bespeak a copy. Being aware that he was a solicitor at Newport, Monmouthshire, witness asked why he did not go to his own agents, but he replied that he preferred the loan being made independently. He was asked several times whether he had borrowed money, or in any way dealt with his reversion under the will, and reminded that, as a solicitor, he must know the risk of lending money on such a security. He was told that had it not been for the introduction with which he came, witness would have no dealings with him. To dispense with the services of a valuer, witness requested to see the property, and left with the prisoner in a cab, and drove to Royal-street, Lambeth, where they went in a house, and witness inquired of a woman to whom she paid her rent. She replied to Mr. Blake. The next day witness went to Somerset House and bespoke a copy of the will, after reading it. The prisoner called at the office later on, and he was informed by witness that the will had been perused, and copies of his parents' marriage certificates had been obtained, and that if he was, as he described, their only son, there would be no objection to the allowance at six per cent. He agreed to those terms, and was told that a declaration would be required to prove that he was the only son and the property was unincumbered. The prisoner pressed very hard for £100 in advance, and witness let him have that sum until he could obtain a client to take up the loan. A cheque was handed to him and his I O U accepted for the amount. Business being very pressing at the time the declaration was not filled up. It was arranged that he should call again on the 20th to complete the loan. He came on that day, and stated that he had been to the insurance office. Witness had that morning received an anonymous letter warning him not to lend any money to the prisoner, as he had no security to offer. He cautioned him as to the statements he had already made, and read over the declaration that had been prepared for him to sign. He declared everything to be correct, and signed it in the presence of witness as a magistrate of the county of Ayr. Witness then handed him the anonymous letter, and asked him if he could give any clue to the writer. He said he could not at first, but subsequently said he thought it must be his uncle. He asked if there would be any objection to his taking the letter. There being none raised, he was allowed to take it. He was, however, told that the negotiations for the loan would be suspended until the letter had been explained. He went away, and on the 22nd of September witness received the following letter:—"London, 22nd of September, 1879.—My dear Sir,—With the greatest amount of shame and regret that it is possible for a man to feel, I write to acknowledge to you that what I declared to you about the Lambeth property being unincumbered was untrue. The fact is that losses at betting, and not being paid what is owed to me, have nearly driven me out of my mind, and I have for the last three months been perfectly reckless. I, however, really believed, and still do, that I should have been able to have paid you the £500 out of money really due to me, and the £100 I can and will pay you with interest within two months from now. I know all this is no excuse for it, in a case like mine especially, for a solicitor there can be no possible excuse. Still, I ask you not to proceed to extremities, as that would prevent my being able ever to pay you. I know I deserve that you should do so more than usually, but I only ask you if you decide not to prosecute me to put an advertisement in the front page of the *Standard* on Wednesday addressed to C. B., and saying that no proceedings will be taken. If so, I will return to town and do my utmost to return your money at once. I have given up, of course, my companion. I have no home, and not £5 in my pocket, so I can't be much lower down. I perhaps need hardly tell you that I shall be far enough off when this is delivered, but I want, if possible, to try to repair the injury I have done you. I can hardly write.—CHARLES BLAKE." Witness stated that he had advanced the money on the faith of the prisoner's representations. Serjeant Partridge, detective E Division, arrested the prisoner at Bernard-street, Russell-square. When taken into custody he asked witness his name, and on being told it said he was aware that he had been after him, but expressed a hope that his (prisoner's) friends would repay the prosecutor. The prisoner reserved

his defence, and asked for a remand to enable him to obtain legal advice. The prosecution also asked for a remand, which was granted for a week.

PUBLIC COMPANIES.

Nov. 27, 1879.

GOVERNMENT FUNDS.

3 per Cent. Consols, 98½	Annuities, April, '85, 9½
Ditto for Account, 98½	Do. (Red Sea T.) Aug. 1898
Do. 3 per Cent. Reduced, 97	Ex Bills, £1000, 2½ per Ct. 7 pm.
New 3 per Cent., 96½	Ditto, £500, Do. 7 pm.
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, 7 pm.
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 269½
Annuities, Jan. '80	Ditto for Account.

INDIAN GOVERNMENT SECURITIES.

Ind. Stk., 5 per C., July, '80, 103½	Inf. Pr. 5½ per Cent., May, 81
Ditto for Account, —	Ditto Debentures, 4 per Cent.
Ditto 4 per Cent., Oct. '88, 103	April, '84
Ditto, ditto, Certificates —	Do. Do. 5 per Cent., Aug. '73
Ditto Enfaced Ppr., 4 per Cent.	Do. Bonds, 4 per Cent. £1000
2nd Inf. Pr., 5 per C., Jan. '72	Ditto, ditto, under £1000

RAILWAY STOCK.

Railways.	Paid.	Closing Price
Stock Bristol and Exeter	100	—
Stock Caledonian	100	105½
Stock Glasgow and South-Western	100	82
Stock Great Eastern Ordinary Stock	100	60½
Stock Great Northern	100	123
Stock Do., A Stock*	100	121½
Stock Great Southern and Western of Ireland	100	115
Stock Great Western—Original	100	112½
Stock Lancashire and Yorkshire	100	129
Stock London, Brighton, and South Coast	100	135
Stock London, Chatham, and Dover	100	28½
Stock London and North-Western	100	147½
Stock London and South Western	100	134½
Stock Manchester, Sheffield, and Lincoln	100	82
Stock Metropolitan	100	123
Stock Do., District	100	83
Stock Midland	100	135½
Stock North British	100	149
Stock North Eastern	100	162
Stock North Staffordshire	100	53
Stock South Devon	100	—
Stock South-Eastern	100	129

* A receives no dividend until 6 per cent. has been paid to B.

RICHARD HORNSBY & SONS (LIMITED).—It is proposed to convert the old established firm of Richard Hornsby & Sons, manufacturers of steam engines, agricultural machinery and implements, into a limited liability company, with a capital of £300,000 in 30,000 shares of £10 each. An agreement has been entered into with Messrs. Hornsby for the purchase of the freehold premises, together with the plant and machinery, patents, contracts, and stock-in-trade, for the sum of £234,772 17s. 6d., and the vendors take, in part payment of the purchase-money, £50,000 in five per cent. mortgage debentures (part of an intended issue of £100,000), and also subscribe for 10,000 shares on the terms of the prospectus. The death of the late Mr. Richard Hornsby, and the consequent withdrawal of a considerable amount of capital, has induced the vendors to convert the business into a company. No promotion money will be paid, and there is no payment for good-will. It may be mentioned that no application for shares will be received after December 3 from London, and the following day from the country.

Subscriptions are invited for the remaining £400,000 of debenture capital of the Eastern and South African Telegraph Company (Limited). The share capital of this undertaking—£400,000—was fully subscribed some time ago, and a large part of the line, the sections from Natal to Zanzibar, has been completed and opened for traffic, while the remaining section to Aden is to be laid by December 31. The debentures represent a total of £500,000, of which £200,000 has already been subscribed. The interest is at the rate of five per cent., and they are redeemable at par within twenty years. The annual charge under both heads is £48,200, as security for which the company

will have Government subsidies to the amount of £80,000 per annum, besides a net traffic revenue estimated at £50,000 per annum.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

DICKINS—Nov. 25, at No. 2, Abbeville-road, Clapham-park, the wife of Frederick V. Dickens, barrister-at-law, of a son.
MEAD—Nov. 23, at 40, Norland-square, Notting-hill, the wife of Henry John Mead, solicitor, of a daughter.
ONE—Nov. 22, at 13, Sunderland-terrace, Westbourne-park, the wife of J. W. Orr, M.A., barrister-at-law, of a daughter.

DEATHS.

COX—Nov. 24, at Moat Mount, Mill-hill, Mr. Serjeant Cox, aged 69.
O'DOWD—Nov. 24, James O'Dowd, barrister-at-law, and Assistant Solicitor of Customs, aged 77.

LONDON GAZETTES.

Bankruptcy.

FRIDAY, NOV. 21, 1879.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.
To Surrender in London.

Bislow, Robert, Percy Villa, Walham Green. Pet Nov 18. Murray. Dec 5 at 12.30
Coe, James, Warnford court, Throgmorton st, Dealer in Stocks and Shares. Pet Nov 18. Murray. Dec 5 at 11.30
Hardy, Henry, Belgrave rd, Fimlico. Pet Nov 19. Brougham. Dec 3 at 11
Poley, Alexander Gopsell, late of the Queen's Hotel, St Martin's-lie-Grand, now out of England. Pet Oct 22. Hazlitt. Dec 3 at 1

To Surrender in the Country.

Abbott, Joseph, Normanton, York, Schoolmaster. Pet Nov 19. Mason. Dec 5 at 12.30
Barnard, Benjamin, Rockland All Saints, Norfolk, Farmer. Pet Nov 18. Cooke, Norwich. Dec 6 at 12
Barnard, John Turner, Hutton Hill, York, Farmer. Pet Nov 17. Woodall. Scarborough, Dec. 2 at 3
Evans, William, Levenshulme, Lancaster. Pet Nov 17. Lister. Manchester. Dec 4 at 11
Frankish, Jabez, St Albans, Hertford, Miller. Pet Nov 15. Edwards. St Albans. Dec 3 at 3
Gillings, James, Great Yarmouth, Shopkeeper. Pet Nov 14. Worlidge. Great Yarmouth, Dec 3 at 11
Holmes, Annie, Newark-upon-Trent. Pet Nov 17. Patchitt. Nottingham. Dec 8 at 2
Owen Richard, Manchester, Stationer. Pet Nov 19. Lister. Manchester. Dec 11 at 11
Richards, Richard, Dolgelly, Merioneth, Carrier. Pet Nov 12. Jenkins. Aberystwith, Dec 6 at 12
Roberts, Ellis, Cesallgwmbach, Merioneth, Farmer. Pet Nov 12. Jenkins. Aberystwith, Dec 6 at 12
Smith, Thomas, Forest Hill, Kent, Builder. Pet Nov 19. Pitt-Taylor. Greenwich, Dec 5 at 1
Stephenson, Henry, Kingston-upon-Hull, Grocer. Pet Nov 17. Rolitt. Kingston-upon-Hull, Dec 2 at 3
Valentine, Thomas, Manchester, Broker. Pet Nov 17. Lister. Manchester, Dec 4 at 11

TUESDAY, NOV. 25, 1879.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.
To Surrender in London.

Labelmondier, George, Athenaeum Club, Pall Mall. Pet Nov 22. Hazlitt. Dec 10 at 12
Pritchard, Frederick William, Rathbone pl, Oxford st, Wine Merchant. Pet Nov 20. Hazlitt. Dec 10 at 11
Tupper, George, Cloak Lane, Cannon st, Stationer. Mot Nov 18. Pepsy. Dec 10 at 11

To Surrender in the Country.

Ellis, James Howard, Bournemouth, Builder. Pet Nov 18. Dickinson. Poole, Dec 9 at 11
Whelan, Michael, Sheffield, Boot Dealer. Pet Nov 21. Rodgers. Sheffield, Dec 10 at 1

BANKRUPTCIES ANNULLED.

FRIDAY, NOV. 21, 1879.

Brenholz, H Harris Davis, Birmingham, Wholesale Jeweller. Nov 13
Jeffries, John Seaman, Blackmore Priory, Essex, Farmer. Nov 18

Liquidations by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, NOV. 21, 1879.

Adams, John Brice, Steeple Aston, Oxford, Baker. Dec 9 at 1.30 at White Lion Hotel, Banbury. Kilby and Mace, Chipping Norton

Anderson, James Henry, Croydon, Surrey, Wine and Spirit Merchant. Dec 4 at 3 at offices of Craig and Gribbin, Theobalds rd, Bedford row. Harlow, Southampton bldgs, Chancery lane

Andrews, Albert William, Chaddar, Somerset, Coal Merchant. Dec 4 at 12.30 at George Railway Hotel, Victoria st, Bristol. Webster, Axbridge

Arno, Henry Heard, Plymouth, Ironmonger. Dec 4 at 12 at Cannon st Hotel, Cannon st, Wilson, Plymouth

Anstett, John, Leeds, Dyer. Dec 4 at 11 at offices of Cousins, Bank chambers, Park row, Leeds

Baldwin, John, Hinton, Kent, Licensed Victualler. Dec 12 at 2 at offices of Joslen, Priory, Knightbridge st, Maidstone

Barber, John, Gloucester, Innkeeper. Dec 3 at 11 at offices of Franklin, Berkeley st, Gloucester

Bartlett, Walter, Chastleton, Oxford, Wheelwright. Dec 8 at 11 at Fox Hotel, Chipping Norton. Tomlinson, Moreton-in-Marsh

Bassett, James, Wadhurst, Sussex, Wheelwright. Dec 5 at 11 at offices of Burton, Dymott terrace, Tunbridge Wells

Bell, George John, Irlington, Cumberland, Yeoman. Dec 4 at 2 a Bush Hotel, Carlisle. Farish, jun, Brampton

Blackburn, Peter, Over, near Winsford, Chester, Beerhouse Keeper. Dec 18 at 10 at offices of Cooke, Winsford

Blackett, Frederic, Woodhouse, nr Leeds, Gent. Dec 2 at 3 at offices of Pullan, Bond st, Leeds

Boorman, John, Ectingham, Sussex, Farmer. Dec 3 at 3.30 at offices of Stone and Simpson, Church rd, Tunbridge Wells

Bricknell, Thomas Erskine, Southampton, Confectioner. Dec 8 at 3 at offices of Bell, Portland st, Southampton

Brooks, Grace, Heywood, Lancaster, Confectioner. Dec 5 at 11 at offices of Banks, Market pl, Heywood

Brooks, Thomas, Charlotte st, Tottenham Court rd, Baker. Dec 1 at 3 at offices of Clark, Portugal st, Lincoln's inn fields

Brown, William, Dunkirk, Kent, Labourer. Dec 5 at 3 at offices of Collard, Castle st, Canterbury

Burton, Alfred George, Oldbury, Worcester, Greengrocer. Dec 4 at 3 at offices of Hartill, Birmingham st, Oldbury

Butts, Isaac, Birmingham, Brazier. Dec 5 at 3 at offices of Wood and Son, Waterloo st, Birmingham

Candy, Edmund James, Luckington, Somerset, Farmer. Dec 3 at 3 at offices of Dunn and Payne, King st, Frome

Caswell, William, Grays inn rd, Fish Dealer. Dec 6 at 11 at offices of Fitch, Bedford row

Chaplin, George Henry, Gt St Helens, Iron Merchant. Dec 8 at 2 at offices of Farnell and Co, Basinghall st. Brown, Basinghall st

Chapman, William Henry, Belfour rd, Highbury New Park, Licensed Victualler. Dec 1 at 3 at Guildhall Tavern, Gresham st, Barnett, Palmerston buildings, Old Broad at

Chick, Frederick George, Long Acre, Refreshment House Keeper. Nov 27 at 12 at offices of Sutton and Co, Henrietta st, Covent Garden

Clegg, Thomas, Livingstone Villas, New Thornton Heath, Licensed Victualler. Dec 1 at 2 at offices of Tucker, St James st

Cossar, William Henderson, Stockton-upon-Tees, Grocer. Dec 4 at 11.30 at offices of Tayler, Mechanics' Institute, Stockton-upon-Tees

Curtis, Joseph, Charlbury, Oxford, Tailor. Dec 5 at 11 at White Hart Hotel, Chipping Norton. Kilby and Mace, Chipping Norton

Davis, John Joseph, Birmingham, out of business. Dec 2 at 3 at offices of Wright and Co, Broad st Corner, Birmingham

Drury, Thomas, Duffield, Derby, Surveyor. Dec 9 at 3 at offices of Close, Corn Market, Derby

Eaton, John Waley, Liverpool, Builders' Merchant. Dec 3 at 12 at offices of Carruthers, Lord st, Liverpool

Edwards, Harry, Central Market, West Smithfield, Meat Salesman. Dec 3 at 12 at offices of Plunkett and Leader, St Paul's churchyard

Evans, John, Hay, Brecon, Outfitter. Dec 7 at 1.30 at Mitre Hotel, Broad st, Hereford. Cheese, Hay

Evans, John Elick, Droitwich, Worcester, Innkeeper. Dec 5 at 11 at offices of Crump, Bridge st, Walsall

Fellows, Joseph, Sedgley, Stafford, Licensed Victualler. Dec 6 at 12 at Queen's Arms Hotel, Wellington rd, Bilston. Fellows, Bilston

Fenby, Joseph, Beverley, and Sydney Harris, Birmingham, Camp Furniture Manufacturers. Dec 5 at 3 at Queen's Hotel, Stephenson pl, Birmingham. Johnson and Co, Birmingham

Feltham, James, Romsey, Hunts, Innkeeper. Dec 3 at 11 at White Horse Hotel, Romsey. Nodder, Salisbury

Fennell, Daniel, Butlers Marston, Warwick, Baker. Dec 12 at 12 at Red Lion Inn, Kington. Kilby and Mace, Banbury

Ferguson, Charles Augustus, Cornwall gardens stable, Gloucester rd, Riding Master. Dec 15 at 3 at offices of Carr and Co, Vigo st, Regent st

Foster, John, Northgate, Darlington, Merchant Tailor. Dec 5 at 11.30 at King's Head Hotel, Darlington. Barron, Darlington

Fowler, Eliza, Axminster, Devon, Saddler. Dec 5 at 2 at offices of Andrew, Bedford circus, Exeter

Frost, Henry, Bolton, Lancaster, Hoiser. Dec 4 at 3 at offices of Payne and Galloway, Brasenose st, Manchester

Fratr, George, Newcastle-upon-Tyne, Drysalter. Nov 28 at 3 at Law Society, Royal arcade, Newcastle-upon-Tyne. Smith, North Shields

Gardner, William, Stodday, near Lancaster, Butcher. Dec 5 at 11 at offices of Holden and Whelan, Church st, Lancaster

Gill, John, Batley, York, Wheelwright. Dec 2 at 10 at offices of Wooler Exchange buildings, Batley

Gill, John, Kegworth, Leicester, Baker. Dec 10 at 3 at offices of Frazer, Brougham chambers, Wheeler gate, Nottingham

Gorton, Richard, South Marston, Wilts, Farmer. Dec 3 at 2.30 at King's Arms Hotel, Swindon. Salmon, Bristol

Griffith, John, Salford, Lancaster, Professor of Music. Dec 6 at 11 at offices of Whitehead, Riggfield, Manchester

Grimshaw, Robert, Marke-by-the-Sea, York, Shoe Dealer. Dec 2 at 11 at offices of Robson, Linthorpe rd, Middlesbrough

Hack, George Sydney, Regent's park rd, Chessomonger. Dec 4 at 3 at offices of Ogilvie, St Martin's lane

Hadfield, Joseph, jun, Wolverhampton, Licensed Victualler. Dec 4 at 3 at Commercial Inn, Cleveland st, Wolverhampton. Corbett, Worcester

Hall, William, Howden, York, Farmer. Dec 1 at 3 at offices of England and Son, East parade, Gool
 Harber, Henry, Carlisle, Brewers' Traveller. Dec 9 at 3 at offices of Errington, English st, Carlisle
 Hardy, George, Levenshulms, Lancaster, Farmer. Dec 1 at 3 at offices of Hill, St Ann's sq, Manchester
 Hargreaves, Thomas, Boothfold, Lancaster, Farmer. Dec 10 at 3 at offices of Grundy and Co, Booth st, Manchester. Hargreaves and Knowles, Newchurch
 Harrison, George, Kingston-upon-Hull, Engineer. Dec 3 at 12 at offices of Walker and Spink, Kingston-upon-Hull
 Harvey, Christopher, Keynsham, Somerset, Builder. Dec 3 at 2 at offices of Tricks and Co, City chambers, Nicholas st, Bristol
 Hately, James, Jun, Briml green rd, General Merchant. Dec 5 at 11 at Messons' Arms, Masons' avenue, Coleman st
 Hawkins, James, Fryerning, Essex, Farmer. Dec 2 at 12.30 at Sarcen's Head Hotel, Chelm-ford. Best, New Bridge st
 Herd, William, Manchester, Licensed Victualler. Dec 3 at 3 at offices of Horner and Son, Clarence st, Manchester
 Hey, Thomas, Birstal, York, Innkeeper. Dec 2 at 3 at Royal Hotel, Cleckheaton. Mitcheson, Heckmondwike
 Hicklin, Elizabeth, Fleck, Stafford, Licensed Victualler. Dec 5 at 11 at offices of Shirlen, High st, Wednesbury
 Hill, William, Heath town, Stafford, General Dealer. Dec 6 at 11 at offices of Stratton, Queen st, Wolverhampton
 Hindle, Thomas, Over Darwen, Lancaster, Builder. Dec 3 at 11 at offices of Hindle, Bolton rd, Over Darwen
 Hirst, George, Oldham, Milliner. Dec 4 at 3 at offices of Hanchett and Watson, Church lane, Oldham
 Hixson, William Thomas, Ashford, Kent, Fruiterer. Dec 5 at 2 at offices of Hallett and Co, Ashford
 Hobson, James, Wyke, York, Boot and Shoe Dealer. Dec 3 at 11 at offices of Lancaster and Wright, Manor row, Bradford
 Holdsworth, George, Oldham, Draper. Dec 3 at 3 at offices of Clegg, Clegg st, Oldham
 Howell, John, Landore, Swansea, Joiner. Dec 1 at 3 at Centre Head, Swansea. John, Swansea
 Howell, John, Pembrey, Carmarthen, no occupation. Dec 5 at 11 at offices of Howell, Steyne st, Llanelly
 Huilinas, William Henry, Margaret st, out of business. Dec 8 at 3 at offices of Chipperfield, Trinity st, Southwark
 Jackson, William, Congleton, Chester, Shoe Dealer. Dec 4 at 11 at offices of Cooper, Townhall chambers, Congleton
 Jaques, John Foster, Worcester, Lead Chaser. Dec 4 at 3 at Ship Hotel, Rotherham. Tree and Son, Worcester
 Jenkin, James Howard, Southampton rd, Kentish Town, Oil and Colorman. Dec 3 at 2 at offices of Morphet and Hanson, King st, Chesapeake. Terry, King st
 Johnson, J. mes, Sawbridgegworth, Herts, Farmer. Dec 11 at 2 at Guildhall Tavern, Gresham st. Bastard, Brabant court
 Jones, E. n, Gwered, Anglesey, Farmer. Dec 4 at 2 at Bull Hotel, Llangefni. Roberts, Bangor
 Jones, Richard, Gilecraig, Cardigan, General Shop Keeper. Dec 2 at 11 at Trib-t Hotel, Tregaron. Hughes and Sons, Aberystwith
 Jones, William Andrew, Wolverhampton, Drysalter. Dec 8 at 12 at Seven Stars Hotel, John st, Wolverhampton. Ratcliffe, Wolverhampton
 Keegan, John, Liverpool, Provision Dealer. Dec 4 at 2 at offices of Fildes, North John st, Liverpool
 Keep, Amos, Bedford, Baker. Dec 6 at 11 at offices of Tebbis, St Peter's green, Bedford
 Kemp, George, High st, Brough, Tailor. Dec 3 at 2 at offices of Reed and Lovell, Guildhall chambers, Brough
 Kenney, John Henry Carver, Harrogate, Innkeeper. Dec 5 at 3 at Great Northern Railway Station Hotel, Leeds. Rhodes, Halifax
 King, George, Hastings, Builder. Dec 3 at 12 at the Law Institution, Chancery lane. Jones, Hastings
 Lacklison, William, Dean, Cumberland, Farmer. Dec 5 at 2 at offices of Wicks and Burn, Castlegate, Cockermouth
 Lanestaff, George Henry, and William Mace, Stockton-on-Tees, House Decorators. Dec 2 at 11 at offices of Tweedy, High st, Stockton-on-Tees
 Latter, Thomas, Brenchley, Kent, Wheelwright. Dec 3 at 11 at the Rose and Crown Inn, Brenchley. Palmer, Tunbridge
 Leech, William, and Joseph Leech, St Mary Axe, Cigar Merchants. Dec 2 at 2 at offices of Scott and Berham, King st, Chesapeake
 Leicester, William, Walton, nr Liverpool, Boerhouse keeper. Dec 5 at 3 at offices of Bartlett, Dale st, Liverpool
 Manceau, Amedee, Catterick, York, Innkeeper. Dec 6 at 3 at offices of Hunton, Richmond, York
 Matson, William Ekins, Godmanchester, Huntingdon, Farmer. Dec 4 at 10 at the Oak Inn, Godmanchester. Watts, St Ives
 Matthews, Fanny, Walsall, Dressmaker. Dec 2 at 10.15 at offices of East, Temple st, Birmingham
 Mower, Thomas, Bradford, Grocer. Dec 5 at 3 at the George Hotel, Market st, Bradford. Berry and Robinson, Bradford
 Moore, Frederick, Stoke-upon-Trent, Grocer. Dec 3 at 11 at offices of James, Newcastle-under-Lyme
 Morris, Albert, Tunbridge, Kent, Cowkeeper. Dec 6 at 11 at the Corn Exchange, Tunbridge. Rogers, Tunbridge
 Nicholas, John, Grendon Bishop, Hereford, Farmer. Dec 5 at 12 at the Crown Hotel, Broad st, Worcester. Garrod, Hereford
 Nicholson, William, Barrow-in-Furness, Printer. Dec 4 at 11 at the Imperial Hotel, Cornwalls st, Barrow-in-Furness. Pearson, Barrow-in-Furness
 Ormerod, James, and Lawrance Ormerod, Waterfoot, Felt Manufacturers. Dec 3 at 9 at the Duke of Buccleuch Inn, Waterfoot. Woodcock and Sons, Haslingdon
 Page, Charles, Hurstmonceux, Sussex, Farmer. Dec 4 at 3 at offices of Lamb and Evely, Ship st, Brighton
 Palmer, Samuel, Watford, Hereford, out of business. Nov 29 at 10.30 at the Bell Inn, Chequer st, St Albans. Stanlands, Ludgate hill
 Parker, Nicholas Har-noll, Brantton, Devon, Innkeeper. Nov 29 at 2 at offices of Bencraft and Son, Bridge chambers, Barnstable

Partington, Thomas, Manchester, out of employment. Dec 2 at 3 at offices of Walton, Marsden chambers, Marsden st, Manchester
 Pettifer, Robert, sen, Stoke Bruerne, Northampton, Blacksmith. Dec 2 at 11 at offices of Andrew, Market sq, Northampton
 Poole, Frederick, Ludgate Circus, Ironmonger. Dec 3 at 2 at offices of Isaac, Mincing lane
 Rana, I, Clement, Peabworth, Gloucester, Baker. Dec 2 at 11 at offices of Endes and Son, Evesham
 Reach, James, Bury St Edmunds, Baker. Dec 9 at 12 at the Guildhall, Bury St Edmunds. Salmon and Son, Bury St Edmunds
 Robinson, Charles, Luton, Bedford, Plait Dealer. Dec 3 at 11 at offices of Newbo, King st, Luton
 Roscoe, George Harry, Stalybridge, Lancaster, Poultry and Fish Dealer. Dec 4 at 11 at offices of Rowies, Stamford st, Stalybridge
 Royle, Samuel, and Peter Fray Rawson, Wigan, Watchmakers. Dec 4 at 3 at offices of Scott and Ellis, Arcade b'dgs, King st, Wigan
 Rushor, Thomas, Hillborough, Sheffield, Builder. Dec 5 at 1 at the Law Society, Aldine court, Sheffield. Mercer and Alderson, Sheffield
 Sabin, Joseph, Joseph Frederick Sabin, Frank Thomas Sabin, and William Winterborne Sabin, Hart st, Bloomsbury, Booksellers. Dec 15 at 3 at 145, Cheapside. Thomas, Cheapside
 Salt, Elizabeth, Newcastle-under-Lyme, Grocer. Dec 1 at 11 at offices of James, Newcastle-under-Lyme
 Scott, rn, John, Derby, Joiner. Dec 8 at 3 at offices of Closs, Corn Market, Derby
 Sheldon, Samuel, Stokenchurch, Oxford, Farmer. Dec 4 at 11 at offices of Parker and Parker, Corn Market, Thame
 Shingleton, John, St Paul's rd, Limehouse, Greengrocer. Nov 29 at 1 at offices of Marshall, Chancery lane
 Shock, Solomon, Liverpool, Cap Manufacturer. Dec 4 at 3 at offices of Nordon and Levy, Victoria st, Liverpool
 Simpson, George, Gloucester, Innkeeper. Dec 5 at 3 at offices of Haines, Westgate chhrs, Berkeley st, Gloucester
 Simpson, William, Kingston-upon-Hull, Tailor. Dec 3 at 3 at offices of Fieering, Parliament st, Kingston-upon-Hull. Woodhouse and Peach, Kingston-upon-Hull
 Smith, George, Lichfield, Licensed Victualler. Dec 2 at 12 at offices of East, Temple st, Birmingham
 Smith, John Elias, Stockport, Draper. Dec 9 at 3 at Clarence Hotel, Piccadilly, Manchester. Harris, Manchester
 Spencer, Thomas, New-ham, Northumberland, Grocer. Dec 1 at 2 at offices of Hoyle and Co, Collingwood st, Newcastle-upon-Tyne
 Spurr, Mel r Henry, Colnbrook, Bucks, Linen Draper. Dec 6 at 11 at offices of Barrett and Dean, High st, Slough
 Standish, William, Washington, Lancaster, Provision Dealer. Dec 6 at 11 at offices of Stuart, King st, Wigan
 S'anton, John, Fenton, Stafford, Beerseller. Dec 5 at 11 at offices of Salt, High st, Tansall
 Stapleton, Frederick, Sheffield, Builder. Dec 3 at 3 at Law Society, Aldine ct, High st, Sheffield. Porrett, Sheffield
 Stocks, Alfred, Lincoln, Tilage Merchant. Dec 3 at 11 at Angel Inn, Biggs. Stephenson and Mountain, Great Grimsby
 Stokes, George Alfred, Fairfax rd, South Hampstead, Boot Dealer. Dec 1 at 11 at offices of Biggin, Chancery lane
 Stovell, Thomas, Goldsmith's row, Hackney rd, Boot and Shoe Manufacturer. Dec 3 at 3 at offices of Marshall, Chancery lane
 Styles, Alfred, Bridge parade, Teddington, Bootmaker. Dec 11 at 2 at offices of Laundry and Son, Cecil st, Strand
 Talbot, William, Blackpool, Lancaster, Innkeeper. Dec 8 at 3 at the Clarence and Railway Hotel, Blackpool
 Taylor, George Hodgkinson, Downham Market, Norfolk, Sack Manufacturer. Dec 4 at 12 at the Guildhall Tavern, Gresham st. Waldman and Carrick, Wisbech
 Thomas, Edward, Wrexham, Denbigh, Grocer. Dec 8 at 2.30 at the Lion Hotel, Hope's st, Wrexham. Jones, Wrexham
 Thomas, Thomas James, Redand, Bristol, Builder. Dec 5 at 13 at offices of Fussell and Co, Liverpool Chambers, Corn st, Bristol
 Turner, Timothy Thomas, Wilton rd, Pimlico, Job Master. Dec 10 at 12 at offices of Owles, Chancery lane
 Turton, John, Wombwell, York, Collier. Dec 3 at 3 at offices of Ridsel, Chronicle Chambers, Barnsley
 Wales, Thomas, Woodhurst, Huntingdon, Farmer. Dec 4 at 4 at the Unicorn Hotel, St. Ives, Huntingdon. Watts, St. Ives
 Walker, John, Overton, Chester, Innkeeper. Dec 8 at 11 at offices of Jean and Co, Winwick st, Warrington
 Walker, William, York, Grocer. Dec 9 at 12 at offices of Wilkinson, St. Helen's sq, York
 Weeks, Charles Alfred, Backwell, Somerset, Baker. Dec 1 at 2 at offices of Clifton and Carter, Broad st, Bristol
 Whale, William, Wedhampton, Wilt, Farmer. Dec 1 at 11 at offices of Marshall, St. John st, Devizes
 Wilbraham, Thomas Kendrick, Han'ey, Stafford, Publican. Dec 1 at 1 at offices of Llewellyn and Ackrill, Piccadilly st, Tunstall
 Wood, Thomas, King William st, Merchant. Dec 1 at 2 at offices of Waddell and Co, Queen Victoria st, Tanner, Circus pl, Finsbury circus
 Worger, William Brett, Ramsgate, out of business. Dec 4 at 2 at Arthur at East, London. Carr: and Bell, Eastcheap

TUESDAY, Nov. 25, 1879.

Abraham, Isidora, sen., Wilton rd, Pimlico, Hatter. Dec 4 at 10 at offices of Lewis, Chancery lane. Mokitethwait, Long acre
 Anderson, Smith, Liverpool, Paper Dealer. Dec 11 at 2 at offices of Davies, the Temple, Dale st, Liverpool
 Armstrong, John, Embleton, Cumberland, Butcher. Dec 5 at 4.30 at the Pleasant Inn, Pel Wyke, Brigham. Lothian, Keswick
 Aytton, Frederick, Kellist rd, Braxton, Brewers' Agent. Dec 11 at 11 at offices of Philipson, Pilgrim st, Newcastle-upon-Tyne. Scott, King William st
 Bailey, Michael, Buckworth, Lawn rd, Havertock Hill, Clerk in Holy Orders. Dec 11 at 3 at offices of Woolf and Crump, Queen st, Cannon st

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Motterhall, Thomas Cousins, Nottingham. Provision Merchant. Dec 8 at 3 at offices of Clifton St. Peter's Chambers, Nottingham

Murfin, Charles, Nottingham. Plasterer. Dec 8 at 11 at offices of Stevenson, Weekday Cross, Nottingham

Needham, William, Princes sq. Bayswater, Commercial Traveller. Dec 8 at 11 at offices of Philip, Walbrook

Noblet, William, Blackpool. Fishmonger. Dec 8 at 3 at offices of Blackburn, Lytham St. Blackpool

Oliver, Thomas, Melcombe Regis, Dorset, Tobaccoist. Dec 12 at 2 at offices of Howard, East st, Melcombe Regis

Parsons, Stephen, Birchfields, nr Birmingham, Advertising Agent. Dec 6 at 11 at offices of Peet, Colmore row, Birmingham

Prach, George Edward, Shifnal, Salop, Innkeeper. Dec 9 at 11 at offices of Leek, High st, Shifnal

Pebody, Joseph, Denmark rd, Kilburn, Carman. Dec 9 at 12 at offices of Smyson, Marybone rd

Phillips, William, Holt, Denbigh, Farmer. Dec 17 at 11 at offices of Pugh, Temple row, Wrexham

Pinder, Joseph, Pres on, Robin Turner. Dec 5 at 11 at the County Court, Winckley st, Preston. Whiteside, Preston

Power, Harrington, Preston, Auctioneer. Dec 9 at 11 at the County Court Office, Winckley st, Preston. Parry, Preston

Priestley, William Henry, Batley Carr, York, Confectioner. Dec 8 at 11 at offices of Stapleton, Union st, Dewsbury

Prichard, Carnarvon, Licensed Victualler. Dec 16 at 2 at the Railway Hotel, Bangor. Jones and Co, Carnarvon

Purnell, Mary Ann, Littledean, Gloucester, Grocer. Dec 9 at 12 at offices of Parker, Newsham

Rees, Thomas, Carmarthen, Farmer. Dec 3 at 10.15 at the Feathers Hotel, Aberystwyth. Griffiths, Carmarthen

Robinson, John, Cotherstone, York, Miller. Dec 9 at 11.30 at the King's Head Inn, Barnard Castle. Waisell, Darlington

Robinson, John, Westbromwich, Stafford, Grocer. Dec 8 at 12 at offices of Hartill, Birmingham st, Oldbury

Rowley, Alfred, Clerkenwell rd, Diamond Merchant. Dec 4 at 3 at offices of Browne and Son, John st, Bedford row

Sends, Richard, Chatham, Grazier. Dec 13 at 11 at 23, Southampton st, Holborn

Saunders, Thomas, Shipston-on-Stour, Worcester, Tailor. Dec 11 at 11 at offices of Kirby and Mace, High st, Banbury

Sharp, Thomas Robert, Whitby, Chemist. Dec 8 at 1 at Abbott's Railway Hotel, York. Buchanan and Son, Whitby

Sidaway, Joseph, Rowley Regis, Stafford, Beerhouse Keeper. Dec 5 at 12 at offices of Addison, High st, Brizley Hill

Simpson, Robert, Barnard Castle, Durham, Gunsmith. Dec 4 at 3 at Witham Testimonial, Barnard Castle. Watson

Slaughter, James Robert, Cloth-fair, Smithfield, Eating-house Keeper. Dec 12 at 3 at offices of Phipps, Farringdon st

Smith, James Napier, Longton, Stafford, China Decorator. Dec 9 at 11 at offices of Young, High st, Longton

Smith, Richard Samuel, Plymouth, Printer. Dec 6 at 10.30 at Queen's Hotel, St Martin's-le-Grand. Square, Plymouth

Soult, Sidney Smith, Sheerness, Baker. Dec 8 at 12.30 at offices of Couland, Edward st, Sheerness

Spencer, Samuel, Heywood, Lancaster, Waste Dealer. Dec 18 at 3 at Red Lion Hotel, Lord st, Rochdale. Worth, Rochdale

Spicer, George, Salecott rd, Wandsworth, Builder. Dec 3 at 3 at offices of Hawkins, Chapside

Steinshy, John, Linthorpe, near Middlesbrough, Boiler. Dec 5 at 11 at offices of Cooper, Northbrook bldgs, Linthorpe rd, Middlesbrough. Bill, Middlesbrough

Staley, John, Moss-side, nr Manchester, Boot Maker. Dec 5 at 3 at Swan Hotel, Stafford. Farrington, Manchester

Stone, William Owen, Radnor, Buntingham, Chairmaker. Dec 16 at 3 at offices of Reynolds, High st, High Wycombe

Stroud, Alfred Horatio, Bournemouth, Builder. Dec 5 at 1 at Bijou Hall, Albert rd, Bournemouth. Wade, Bournemouth

Strudwick, William, Heywood, Lancaster, Joiner. Dec 8 at 10 at offices of Banks, Market pl, Heywood

Tate, James, Norwich, Sugar Boiler. Dec 3 at 12 at Cannon st Hotel, Cannon st. Kent, Norwich

Thomas, David, Gelligear, Glamorgan, Contractor. Dec 6 at 1 at offices of Simons and Piewe, Church st, Merthyr Tydfil

Thomas, John, Lampeter, Cardigan, Licensed Victualler. Dec 8 at 3 at offices of Lloyd, High st, Lampeter

Thomas, Thomas Gale, Trowbridge, Wilts, Carpenter. Dec 9 at 12 at offices of Rodway, Fore st, Trowbridge

Thorn, Thomas George, Waldron, Framfield, Sussex, out of business. Dec 9 at 12 at Bear Hotel, Lewes. Hillman, Cliffe, Lewes

Turner, John, Ludford Magna, Lincoln, Butcher. Dec 8 at 11 at offices of Chambers, Market Reason

Vale, Henry, Birmingham, Tobaccoist. Dec 5 at 3 at offices of Peet, Colmore row, Birmingham

Warrop, George, and Henry Walker Hill, Nottingham, Engineers. Dec 9 at 11 at the Assembly Rooms, Low pavement, Nottingham. Martin

Webb, Amos, Beauncroft, Wilts, Builder. Dec 6 at 12 at 5, Westgate bldgs, Bath

Webster, Edward John, Gt Winchester st, Commission Agent. Dec 9 at 12 at offices of Shaw, Coleman st. Pollard, King's Arms yard, Moorgate st

Webster, John, York, Blind Maker. Dec 8 at 11 at offices of Mann and Son, New st, York

White, Charles, Birmingham, Carriage Builder. Dec 9 at 3 at offices of Fallows, Cherry st, Birmingham

White, John, Moss Side, Manchester, out of business. Dec 9 at 3 at offices of Sumner, Marsden st, Manchester

White, William, Jamaica rd, Bermondsey, Cheesemonger. Dec 8 at 11 at offices of Moss, Gracechurch st

Whitehead, Frank, Glastonbury, Somerset, out of business. Dec 11 at 11 at offices of Bath, Chilwell st, Glastonbury

Whiting, George, Sheffield, Watch Maker. Dec 3 at 11 at offices of Porrett, Bank st, Sheffield

Whittaker, Samuel, Strangeways, Manchester, out of business. Dec 10 at 3 at offices of Hankinson, Queen's chambers, John Dalton st, Manchester

Williams, John, Raebon, Denbigh, Chemist. Dec 9 at 3 at offices of Morris, Priory, Wrexham

Williams, William Denston, Newcastle, Monmouth, Farmer. Dec 8 at 10 at offices of Browne, Aberystwyth

Willis, Thomas James, Liverpool, Costume Manufacturer. Dec 13 at 3 at offices of Gibson and Co, South John st, Liverpool. Simpson and North, Liverpool

Wood, Isaac, Lusham, Kent, Farmer. Dec 8 at 5 at King's Head Inn, Charing. Norwood, Charing

Woodward, Edmund, Selly Oak, Worcester Coal, Dealer. Dec 8 at 11 at offices of Fallows, Cherry st, Birmingham

Woodard, William Arthur, Rallton rd, Brixton, Grocer. Dec 6 at 12 at offices of Armstrong, Chancery lane

Woolley, John Henry, Flixton, Lancaster, Innkeeper. Dec 12 at 3 at King's Arms Hotel, Spring gardens, Manchester. Clayton, Manchester

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